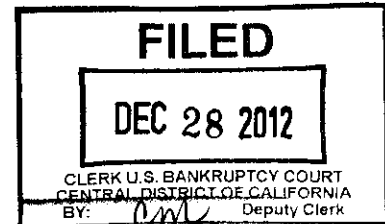


1 Brenda B. Bidaure, Sui Juris
2 c/o 4916 Westmont Street
3 Riverside, California [92507]
4 Mailing Address:
5 P.O. Box 77191
6 Corona, CA 92877
7
8 IN PRO PER



9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION
11
12

13 BREND A B. BIDAURE,
14 Plaintiff/ Claimant/Debtor

15 vs.

16 WELLS FARGO BANK, N.A.;

17 HSBC BANK, USA, NATIONAL
18 ASSOCIATION AS TRUSTEE FOR WELLS
19 FARGO ASSET SECURITIES CORPORATION,
20 MORTGAGE ASSET-BACKED PASS
21 THROUGH- CERTIFICATES SERIES 2007-
22 AR7;

23 NBS DEFAULT SERVICES, LLC AS TRUSTEE
24 FOR WELLS FARGO BANK, N.A.;

25 AND DOES 1- 50.

26 Respondents/Defendants

27 Brenda B. Bidaure, Complainant / Holder-In- Due
28 Course.

) Case No.: 6:12-bk-35577-DS

) CHAPTER 13

) Adversary Case

) No.:

) **COMPLAINT AND INJUNCTIVE
RELIEF FOR:**

) 1. VIOLATION OF AUTOMATIC
STAY;

) 2. TO DECLARE THAT
FORECLOSURE SALE OF REAL
PROPERTY THAT IS A
FRAUDULENT TRANSFER MAY
BE AVOIDED [BFP v. Resolution
Trust Corp., 511 U.S. 531, 545-546
(1994)];

) 3. TO DECLARE THAT DEBTOR
MAY AVOID A TRANSFER [11
U.S.C. § 522];

) 4. TO DECLARE THAT
FORECLOSURE SALE BY CREDIT
BID IS PRESUMED TO BE
COLLUSIVE;

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5. TO DECLARE THAT PRICE IN
FACT RECEIVED AT
FORECLOSURE SALE IS
PRESUMED TO BE ONE HUNDRED

DOLLARS (\$100) OR LESS WHEN
NO TRANSFER TAX IS PAID
[Cal.R&T §11911];

6. TO AVOID ACTUALLY
FRAUDULENT TRANSFER OF
REAL PROPERTY [11U.S.C. §
548(a)(1)(A)];

7. TO USE STRONG-ARM POWERS
TO AVOID ACTUALLY
FRAUDULENT TRANSFER OF
REAL PROPERTY [11 U.S.C. § 544,
Cal.Civ.C. § 3439.04(A)(1)];

8. TO AVOID CONSTRUCTIVELY
FRAUDULENT TRANSFER OF
REAL

PROPERTY [11 U.S.C.
§548(a)(1)(B)];

9. TO USE STRONG-ARM POWERS
TO AVOID CONSTRUCTIVELY

FRAUDULENT TRANSFER OF
REAL PROPERTY [11U.S.C. § 544,
Cal.Civ.C. §§ 3439.04(A)(2), 3439.05]

10. TO RECOVER REAL
PROPERTY AND QUIET TITLE
THERE TO [11 U.S.C. §§ 550, 551, 28
U.S.C. § 2201];

11. FOR AUTOMATIC TURNOVER
OF REAL PROPERTY AND
EJECTMENT [11 U.S.C. §§ 542,
1306];

12. TO DECLARE THAT
RECOVERED REAL PROPERTY IS
NOT SUBJECT TO

SECURITY INTEREST [11 U.S.C.
§552];

13. FOR INJUNCTIVE RELIEF [11
U.S.C. § 105, 362];

14. DAMAGES; AND

15. COSTS

Demand for Jury Trial

1. This adversary proceeding (hereinafter “the Action”) is a core proceeding as the claims for relief arise under 11 U.S.C. §§ 101-1330 (hereinafter “the Code”), including, but not limited to, 11 U.S.C. §§ 362, 101(54), 105, 522, 541, 542, 544, 548, 550, 551, 552, and 1306.

I JURISDICTION

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 157, 1334, and *Stern v. Marshall*, 131 S.Ct. 2594 and by reference from the United States District Court, Central District of California. General Order No. 266 (1984), as amended by General Order No. 269 (1985) and General Order No. 266-A (1995)

II VENUE

Venue in this Court is proper pursuant to 28 U.S.C. §§1408, 1409 and by reference.

**III
PARTIES**

3. Plaintiff BRENDA B. BIDAURE is the Debtor in this bankruptcy case as defined by the Code. See, e.g., 11 U.S.C. §§ 509, 1301. At all times relevant to this Action, Complainant, Brenda B. Bidaure has domiciled in Riverside County at the land property that is the subject of this Action.
4. Defendant WELLS FARGO BANK, N.A. (hereinafter "WELLS FARGO") is a corporation claimed to be authorized and licensed to do business in California corporation at the time of the foreclosure sale. Defendant NBS Default Services, LLC is the Trustee for WELLS FARGO with principal address in, 301 E. Ocean Boulevard, Suite 1720, Long Beach, California 90802 and claimed to be authorized to do business in California. Defendant HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Asset- Backed Pass Through-Certificates Series 2007-AR7, (hereinafter "HSBC"), claimed to be authorized to do business in California.
5. "ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN PROPERTY DESCRIBED IN COMPLAINT ADVERSE TO PLAINTIFF'S TITLE. OR ANY CLOUD ON PLAINTIFF'S TITLE THERETO" are sued herein pursuant to California Code of Civil Procedure §762.020(a).
6. The true names capacities, whether individual, corporate, associate, or otherwise defendants Does 1 through 50, inclusive are unknown to plaintiff who therefore sues Defendants by such fictitious names, and will seek leave of court to amend this complaint to show their true names and capacities when the same have been ascertained. Plaintiff informed and believes and thereon alleges that each of the Defendants herein as Does was negligently, want only and carelessly responsible in some manner for the events and happenings herein referred to, and caused injury and damages proximately thereby to plaintiff as herein alleged.
7. Plaintiff is informed and believes and based on such information and belief avers that Defendants Wells Fargo; HSBC; NBS; and Does 1 through 50, inclusive, and each of them, are and at all material times have been, the agents, servants or

1 employees of each other, purporting to act within the scope of said agency, service
2 or employment, in performing the acts and omitting to act as averred herein
3 (hereinafter collectively referred to as "Foreclosing Defendants").

4 8. Each of the Defendants named herein are believed to, and alleged to have acting in
5 concert with, as employee, agent, co-conspirator or member of joint venture of,
6 each of the other Defendants, and are therefore alleged to be jointly and severally
7 liable for the claims set forth herein, except as otherwise alleged.

8 9. Real party in interest, Rod Danielson, is a private trustee appointed by the United
9 States Trustee to serve as the Chapter 13 trustee in the Debtor's bankruptcy case
10 pursuant to 11 U.S.C. § 1302, 28 U.S.C. § 586(b). He is referenced in this Action in
11 his official capacity only as required by 11 U.S.C. § 522(h)(2). His office is located
12 at: 3787 University Avenue, Riverside, CA 92501.

13 10. Real party in interest PETER C. ANDERSON is the United States Trustee for this
14 region and he is referenced in this Action in his official capacity only pursuant to 11
15 U.S.C. §§ 522, 1302, and 28 U.S.C. § 586. His offices are located at 725 S.Figueroa
16 Street, Suite 2600, Los Angeles, CA 90017.

17 **IV**
18 **FACTUAL ALLEGATIONS**

19 11. Complainant is the real owner of the real land property that is the subject of this
20 action located at 4916 Westmont Street Riverside, California 92507.

21 12. The legal description of the subject real property is:

22 *Lot 24 of Tract No. 32820 in the city of Riverside, County of Riverside as shown by Map on*
23 *file in Book 411 pages 11 through 18, inclusive, of Maps, Records of Riverside County,*
24 *California, being those portions of land within Township Two South(T2s); Range four*
25 *west(R4w); Sections 29 & 32; San Bernardino Base Meridian. TRA:009-009. Instrument No.*
26 *2007-0601231. Commonly known as: 4916 Westmont Street, Riverside, California 92507.*

27 13. Complainant alleges that first deed of trust constituted a transfer pursuant to 11
28 U.S.C. § 101(54) and Cal. Civ. Code §§ 1213-1215. This transfer was subject to
Section 544 and Cal. Civ. Code §§ 3439.01-.12 under the holding In re Madrid, 725

1 F.2d 1197, 1200, fn. 2 (9th Cir. 1984), as affirmed by In re Ehring, 91 B.R. 897, 900
2 (9th Cir. BAP 1988) and not overruled by In re Ehring, 900 F.2d 184 (9th Cir. 1990),
3 nor BFP v. RTC, 511 U.S. 531 (1994).

4 14. The trustee on the subject deed of trust was "FIDELITY NATIONAL TILE INS
5 CO."

6 15. On July 11, 2012, Wells Fargo Bank, N.A. c/o NBS Default Services, LLC caused
7 a Notice of Default, August 08, 2012, a Substitution of Trustee and on October 26,
8 2012 a Notice of Trustee sale, scheduled to be sold at a public auction to the highest
9 bidder for cash, on November 15, 2012 at 09:00 A.M. (**Exhibit 1**).

10 16. Complainant alleges that there has been no valid assignment of deed of trust
11 recorded with the County of Riverside at any time transferring any interest in the
12 deed of trust to the Defendants.

13 17. On November 15, 2012 at 09:05, the DEFENDANTS foreclosed on the subject real
14 property without authority, right or proper standing to foreclose and auction the
15 subject property.

16 18. Complainant alleges that any assignment of the first deed of trust would have
17 constituted a transfer pursuant to 11 U.S.C. § 101(54) – specifically 11 U.S.C. §
18 101(54)(D)(ii) - and Cal. Civ. Code §§ 1213-1215. This transfer would have been
19 subject to Section 544 and Cal. Civ. Code Sections 3439.01-.12 under the holding
20 In re Madrid, 725 F.2d 1197, 1200, fn. 2 (9th Cir. 1984), as affirmed by In re Ehring,
21 91 B.R. 897, 900 (9th Cir. BAP 1988) and not overruled by In re Ehring, 900 F.2d
22 184 (9th Cir. 1990), nor BFP v. RTC, 511 U.S. 531 (1994).

23 19. On November 20, 2012, an invalid Trustee's Deed upon sale was recorded as
24 instrument # 2012-0561235 by NBS Default Services, LLC.

25 20. The trustee's deed falsely stated that the amount paid by the grantee – the
26 beneficiary - at the trustee sale was \$460,000.00.

27 21. The trustee's deed indicated that the documentary transfer tax paid to the County
28 was "\$0.00"

29 22. Plaintiff alleges that the sale and the trustee's deed constituted one or more transfers
pursuant to 11 U.S.C. § 101(54) – specifically 11 U.S.C. § 101(54)(C, D) - and Cal.
Civ. Code §§1213-1215. Any such transfer is subject to Section 548 and Section

544 with Cal. Civ. Code Sections 3439.01-.12 directly under the Code and indirectly under the holding of *In re Madrid*, 725 F.2d 1197, 1200, fn. 2 (9th Cir. 1984), as affirmed by *In re Ehring*, 91 B.R. 897, 900 (9th Cir. BAP 1988) and not overruled by *In re Ehring*, 900 F.2d 184 (9th Cir. 1990), nor *BFP v. RTC*, 511 U.S. 531 (1994).

23. The Defendant paid zero transfer taxes to the County of Riverside to acquire title by trustee's deed upon sale.

24. The Defendant was not the beneficiary at the time of the foreclosure sale.

25. On information and belief, Complainant does not know the actual price paid to convey title.

26. On information and belief, Complainant alleges that \$460,000.00 was NOT the amount paid NOR the equivalent amount paid at the foreclosure sale.

27. On information and belief, Plaintiff alleges that the Defendant bid in NONE or zero dollars in lawful money of the United States at the foreclosure sale.

28. On information and belief, Plaintiff alleges that the Defendant made NO credit bid for the subject real property at the foreclosure sale.

29. The subject real property was transferred for less than reasonably equivalent value as a result of the foreclosure sale.

30. The presumption that reasonably equivalent value is equal to the foreclosure sale price does not apply because the sale was collusive.

31. The presumption that reasonably equivalent value is equal to the foreclosure sale price does not apply because the sale was conducted in violation of non-judicial foreclosure statutes under California law.

32. Plaintiff/Debtor was insolvent at the time of the foreclosure sale.

33. The Plaintiff/Debtor did not conceal this claim in this bankruptcy.

34. The Defendants violated the automatic stay of the Bankruptcy Code (11 U.S.C. § 362).

35. The Chapter 13 Trustee has not and will not attempt to avoid the fraudulent transfer of the subject property.

- 1 36. The United States Trustee has not and will not attempt to avoid the fraudulent
2 transfer of the subject property.
- 3 37. Section 522 of the Code – specifically paragraphs (g) and (h) - grants that any
4 debtor may avoid a transfer of property of the debtor if such transfer is avoidable by
5 the trustee appointed by the United States Trustee and said trustee does not attempt
6 to avoid such transfer of property to the extent that the debtor could have exempted
7 such property. 60. Section 522 of the Code – specifically paragraphs (b) and (g) -
8 grants that a debtor may exempt property that the trustee recovers to the extent that
9 the debtor could have exempted such property if such property had not been
10 transferred if such transfer was not a voluntary transfer by the debtor and the debtor
11 did not conceal such property.
- 12 38. Sections 522, 544 and 548 grants that the debtor acting in place for the trustee may
13 avoid any transfer if it may be avoided by a creditor under California law.
- 14 39. California Civil Code § 3439.04(a)(1) defines that a transfer made or obligation
15 incurred is fraudulent as to a present or future creditor if the debtor made the
16 transfer or incurred the obligation with actual intent to hinder, delay, or defraud any
17 creditor of the debtor.
- 18 40. California Civil Code § 3439.04(a)(2) defines that a transfer made or obligation
19 incurred is constructively fraudulent as to a present or future creditor if made (i) for
20 less than reasonably equivalent value (ii) at a time when the debtor was engaged or
21 about to be engaged in a business or transaction for which any property remaining
22 with the debtor was an unreasonably small capital, or (iii) at a time when the debtor
23 intended to incur, or believed or reasonably should have believed that the debtor
24 would incur, debts that would be beyond the debtor's ability to pay as such debts
25 matured.
- 26 41. California Civil Code § 3439.05 defines transfers fraudulent as to present creditors:
27 A transfer made or obligation incurred by a debtor is fraudulent as to a creditor
28 whose claim arose before the transfer was made or the obligation was incurred if
the debtor made the transfer or incurred the obligation without receiving a
reasonably equivalent value in exchange for the transfer or obligation and the

debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

42. Reasonably equivalent value is not presumed to be the foreclosure sale price when the foreclosure sale did not strictly comply with California non-judicial foreclosure statutes.
43. Reasonably equivalent value is not presumed to be the foreclosure sale price when the foreclosure sale was collusive.
44. A foreclosure sale where the beneficiary acquires title to the real property by credit bid to itself is presumptively collusive.
45. Defendants cannot rebut this presumption.

V

STATEMENT OF THE CASE VIOLATION OF AUTOMATIC STAY

46. Claimant, Brenda B. Bidaure, a Holder-In-Due Course of juristic entity known as "BRENDA B. BIDAURE". (See Attached UCC1, **Exhibit 2**) non-insurgent, a U.S. National, peaceably visits the court specially, is seeking on this Complaint and injunctive relief for violation of Automatic Stay in order to prevent any further harm, damage, injuries and humiliation caused by Respondents/Defendants various fraudulent action, misrepresentation and violation of the bankruptcy automatic stay.

RELEVANT FACTS:

47. Claimant, Brenda B. Bidaure, Settlor of the Trust (Hereinafter the "NOTE") and a land owner (See **Exhibit 3** Declaration of Acceptance of Land Patent Assignment) of 4916 Westmont Street, Riverside, California 92507. Pursuant to 11 U.S.C. Sections 105(a) and 362(a)(3), files this adversary action to seek relief and reverse the fraudulent foreclosure of the said property on November 15, 2012 at 09:05 AM, from Violation of Automatic Stay. In support of the action, I, Brenda B. Bidaure, declare as follows:
48. Brenda B. Bidaure, is a Holder-In-Due Course of BRENDA B. BIDAURE filed for voluntary bankruptcy protection, in good faith, under **Chapter 13 of the Bankruptcy Code; Case No.: 6:12-bk-35577-DS** (see Notice of Bankruptcy

Case Filing, (Exhibit 3), entered on Nov.15, 2012 at 09:08 AM and filed on Nov. 15, 2012.

49. Richard Cruz ID # 58K. Wells Fargo Default Operation- Foreclosure/Bankruptcy Department- 1-800-868-0043, was verbally notified prior to filing of BK on Nov. 15, 2012 around 08:35 A.M. that emergency Bankruptcy Petition is on process (Chapter 13). Furthermore, Richard Cruz was advised to stop the Trustee sale commencing November 15, 2012 at 09:00 A.M. Right after, around 08:52 A.M. NBS Default Services, LLC as Trustee for Wells Fargo Bank was also notified. Joel Pate said "Okay but we will need the Bk case number and copy of the petition". Joel Pate provided the direct fax number 1-972-643-6699.

50. On November 15, 2012, The BK Petition was filed around 09:08 and I immediately called NBS Default Services, LLC at 09:20 A.M. and verbally gave the BK case number: **6:12-bk-35577-DS** to Joel Pate which he and I confirmed and transmitted the BK Petition copy via fax shortly after.

51. On November 15, 2012, around 9:31 a.m. Mr. Delshonn Hodges, a Wells Fargo Bank employee help to fax the filed original Petition of Bankruptcy to NBS Default Services, LLC Trustee for Wells Fargo Bank, N.A. See confirmation copy and copy of Notice of Bankruptcy Case Filing (**Exhibit 4**).

52. On Nov 15, 2012, around 9:46 a.m. the employee of NBS Default Services LLC a person named Jerome confirmed that the Bankruptcy Petition was received.

53. The public auction of the property commonly known as 4916 Westmont Street, Riverside, California 92507 was held at Corona Civic Center, 849 W. 6th Street, Corona, CA 92882. According to the auctioneer named "GINA" the Trustee sale No. 9980-9117 was sold at 9:05 a.m. Additionally, it was mentioned that there was no buyer, and the property went back to the Bank.

54. Query to NBS Default Services LLC was initiated around 10:33 A.M. Request to speak with the Administrator, however, Gaby Ospino-Notary Public answered instead and responded that the property was already sold, because I was late in filing the BK. And it would not matter because the property belongs to the Trust. She further stated that there was no buyer and the property went back to the Bank

1 and Wells Fargo Bank now owns the property and that is the process.

2 55. On Nov. 15, 2012 around 11:05 A.M. NBS Default Services, LLC was notified and
3 Les Poppit, an officer, agent or employee of NBS Default Services, LLC stated that
4 my property was already sold and went back to Bank. He further stated that I have
5 to follow the procedure when I get an unlawful detainer (U.D.) and bank process
6 eviction.

7 56. On November 26, 2012, the Trustee's Deed Upon Sale TS# 9980-9117, TSG
8 Order#: 89731, A.P.N.:253-381-009-5 was fraudulently filed and recorded at the
9 Riverside County Clerk Recorder. This is a willful violation of the automatic stay
10 (11 U.S.C. § 362), and fraudulent transfer of real property (11 U.S.C. § 548). The
11 property is described as follows:

12 *Lot 24 of Tract No. 32820 in the city of Riverside, County of Riverside as shown by*
13 *Map on file in Book 411 pages 11 through 18, inclusive, of Maps, Records of*
14 *Riverside County, California.*

15 57. The Trustee's Deed Upon Sale was dated November 15, 2012, signed by Les
16 Poppit, notarized and signed under penalty of perjury by Gaby Ospino.
17 **(Exhibit 5).**

18 58. On November 21, 2012, a green colored Notice, from Felicia "Flip" Tyler, a
19 Realtor agent, DRE#01029964, of Coldwell Banker, was posted at the front door of
20 the property. The Notice stated:

21 *" Dear Occupant, Wells Fargo Bank, N.A. doing business as Premier Asset Services, in its*
22 *capacity as mortgage loan servicer and on behalf of the title holder of record, completed a*
23 *foreclosure or deed in lieu of foreclosure proceeding on the property located at: 4916 WESTMONT*
24 *ST, RIVERSIDE , CA, 92507 Unit Number: N/A. If you are the former owner or tenant currently*
25 *occupying the property and are over the age of 18, please read the information provided below to*
26 *help you make an informed decision about your options. Please contact Flip Tyler within five (5)*
27 *business days to discuss and share your option preference". (Exhibit 6) Please see Exhibit 6 for*
28 *more details. Also, stated on the Notice is a handwritten note by Flip Tyler, stating" Please call me.*
The bank requires that I post notices until you can call me". I, Brenda B Bidaure, called Flip Tyler
on November 23, 2012, notified and faxed to her the Notice of Bankruptcy Case Filing and a letter

1 *(Exhibit 7). She told me not to worry about anything and that she will forward the letter and copy of*
2 *BK Notice/Petition to the Bank.*

3 59. Prior to and on the day of Trustee Sale, dated Nov. 15, 2012, the following documents were
4 submitted to NBS Default Services, LLC and Wells Fargo Bank **(Exhibit 8)**:

5 a. RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT &
6 VALIDATION OF DEBT LETTER, mailed, dated, August 03, 2012---1 page only;

7 b. Letter of Notice of Quit Claim Deed,(faxed and mailed) dated, October 31, 2012---2
8 pages only;

9 c. Documents for Loan Modification (47 pages) per Anthony Polito, Wells Fargo Home
10 Preservation Specialist, faxed Nov. 13, 2012-----2 pages only;

11 d. Letter of Dispute of Purported Debt, Debt Collection Notice Dated, hereinafter referred
12 to as "Claim", dated, Nov 13, 2012, (faxed and mailed)----2 pages only;

13 e. Letter Requesting Trustee Attorney to Review documents sent previously and postpone
14 the Trustee sale, Nov. 15, 2012 at 09:00, faxed dated documents (23 pages), Nov. 14,
15 2012---3 pages only;

16 f. Despite of all the attempts, efforts and numerous letters, telephone calls, and asking for
17 a loan modification, up to the sale date to prevent the property from being foreclosed,
18 employees of Wells Fargo Bank N.A and NBS Default Services, LLC showed no
19 response and unwillingness to work things out to postpone the sale, instead denied the
20 loan modification application and proceeded to foreclose my property on Nov. 15, 2012
21 at 09:05, the same day, the bankruptcy was filed.

22 g. On November 29, 2012, via USPS certified mail of notice of violation of Automatic
23 Stay was sent to Wells Fargo Bank, N.A., NBS Default Services, LLC and Michael S.
24 Blau. **(Exhibit 9)**. Up to present, no response was ever receive from Wells Fargo Bank,
25 N.A; NBS Default Services, LLC and Michael S. Blau..

26 h. Wells Fargo Bank, N.A., NBS Default Services, LLC and employees of said entity's
27 unlawful action caused irreparable injury to claimant such as: mental anguish, emotional
28 suffering, stress, anxiety, depression, inability to concentrate at work, loss of sleep and
loss of appetite; and caused the claimant to file for medical leave and disability.

VI

STATEMENT OF THE CASE FRAUDULENT
TRANSFER OF REAL PROPERTY

60. This Action seeks judicial determination that the Claimant may avoid a transfer of the real property to an under-secured creditor by credit bid at a non-judicial foreclosure sale where the conveyance of title was an actually fraudulent transfer and/or a constructively fraudulent transfer for less than reasonably equivalent value.
61. Claimant alleged that the foreclosure sale of the subject real property was an actually fraudulent transfer because the sale was collusive. “[C]ollusive foreclosure sales are likely subject to attack” as fraudulent transfers if they were made “with actual intent to hinder, delay, or defraud” creditors. *BFP v. Resolution Trust Corp.*, 511 U.S. 531, 545 (1994) (hereinafter referred to as “BFP”).
62. Claimant contends that every credit bid foreclosure sale of real property to a secured creditor holding an under-secured mortgage or deed of trust is presumptively collusive. Any opportunity for competitive bidding is chilled by the complete discretion of an under-secured creditor to bid in any amount below or above fair market value up to the amount of indebtedness. Without competition, the under-secured creditor may bid in any amount it chooses including zero dollars (\$0).
63. Claimant alleges that the foreclosure sale of the subject real property was a constructively fraudulent transfer because “the price in fact received at foreclosure sale” must be presumed to be less than one hundred dollars (\$100) – including zero dollars (\$0) - where no transfer tax was paid by the Defendant when recording the trustee’s deed upon sale.
64. Claimant contends that where the beneficiary under a deed of trust acquires title by credit bid there can be no presumption that “reasonably equivalent value” (“REV”) is equal to the credit bid where no transfer tax was paid. Pursuant to California Revenue and Taxation Code § 11911, if the transfer tax is zero, the price in fact

1 received at the foreclosure sale must be presumed to be less than one hundred
2 dollars (\$100).

3 65. Claimant contends that the conclusive presumption under BFP that “reasonably
4 equivalent value” (“REV”) equals the foreclosure sale price does not apply to credit
5 bid foreclosure sales to secured creditors holding under-secured mortgages.

6 66. Claimant contends that the holding of BFP requires the analysis of every under-
7 secured credit bid foreclosure sale to determine (I) whether the sale was collusive,
8 (II) whether the sale strictly complied with foreclosure laws, (III) whether “the price
9 in fact received at the foreclosure sale” was the amount paid to convey title, and
10 (IV) whether the amount paid to convey title was reasonably equivalent to the
11 property’s actual value at the time of the sale. BFP v. Resolution Trust Corp., 511
12 U.S.531, 545-546 [“We deem, as the law has always deemed, that a fair and proper
13 price, or a ‘reasonably equivalent value,’ for foreclosed property is the price in fact
14 received at the foreclosure sale, so long as all the requirements of the State’s
15 foreclosure law have been complied with. ... Any irregularity in the conduct of the
16 sale that would permit judicial invalidation of the sale under applicable state law
17 deprives the sale price of its conclusive force ... and the transfer may be avoided if
18 the price received was not reasonably equivalent to the property’s actual value at
19 the time of the sale (which we think would be the price that would have been
20 received if the foreclosure sale had proceeded according to law).”]; In re Lindsay,
21 59 F.3d 942, 948 (9th Cir. 1995) [“Even if there were such an irregularity, that
22 alone would not permit setting aside the foreclosure sale as a fraudulent
23 conveyance. It would destroy the irrebutability of the presumption that the price
24 was ‘reasonably equivalent value.’ The transfer could then be avoided if the price
25 received was not reasonably equivalent to ‘the price that would have been received
26 if the foreclosure sale had proceeded according to law.’”].

27 67. As shown in the Trustee’s Deed Upon Sale attached to this complaint as **Exhibit 5**,
28 no transfer tax was paid when title was conveyed to the Defendant. Plaintiff alleges
that the foreclosure sale of the Plaintiff’s real property was an actually fraudulent
transfer because it was collusive and it was a constructively fraudulent transfer
because there were significant irregularities in the conduct of the sale and “the price

1 in fact received at the foreclosure sale” must be presumed to be less than one
2 hundred dollars (\$100) or zero dollars (\$0).

3 VII

4 STATEMENT OF CLAIMS FOR RELIEF

5 VII-1.

6 VIOLATION OF AUTOMATIC STAY

7 (11 U.S.C. § 362)

8
9 68. The Bankruptcy Code contains a specific legal action against a creditor who causes
10 injury to an individual by a willful violation of the automatic stay (11 U.S.C. § 362).
11 The automatic stay is a court order that is immediately imposed when the debtor files
12 a bankruptcy petition, and it prohibits anyone from trying to obtain the debtor's
13 property. If someone violates the stay, bankruptcy code provides for actual damages,
14 costs and attorney's fees as well as punitive damages, if appropriate (11 U.S.C. §
15 362(k)(1)).

16
17 69. The automatic stay is a court order should protect that house or each and all
18 creditors. When the creditors violate it, they can be held in contempt of the court
19 that issued the order. Civil contempt is a willful disregard of a court order.
20 Punishment for civil contempt may be a fine or imprisonment, the goal of which is
21 to get the violator to comply with the order. It is quite clear that a violation of the
22 stay's prohibitions constitutes contempt of court. The legislative history of
23 bankruptcy code (11 U.S.C. § 362(k)) makes it clear that Congress was granting an
24 additional remedy to debtors beyond those already in existence. This includes the
25 bankruptcy court's power to hold a creditor in contempt.

26 70. Indeed, if either a creditor or its collection agent has knowledge of the case, the
27 creditor may be held in contempt for any collection attempts which are made by its
28 collection agent after the bankruptcy petition was filed. Also, reliance in good faith

1 on the advice of an attorney that collection actions are not barred by the stay is no
2 defense. "Computer error" is not a valid defense, either.

3 71. The sanctions or penalties that may be imposed for contempt are similar to those
4 available under bankruptcy code (11 U.S.C § 362(k)). They may include fines and
5 attorneys' fees, in appropriate cases, against both the person who violated the stay
6 order and any attorneys who advised such violations. Many courts have held that
7 damages for contempt may also be awarded. But, in any event, the bankruptcy court
8 has exclusive authority over sanctions for violations of the automatic stay itself, and
9 any contempt actions for violating the stay must be filed in the bankruptcy court.

10 72. 11 U.S.C. 362(a)(3) of the Bankruptcy Code provides that "any act to obtain an
11 advantage before seeking relief from the debtor is a direct act to obtain possession
12 of the estate or to exercise control over property of the estate" is a violation of the
13 automatic stay.

14 73. This court has the power pursuant to 11 U.S.C. § 105 to enter any order, process
15 before a relief from stay is given is a direct violation under the law. Therefore, the
16 debtor is seeking to have this instrument transferring of the property void of this
17 instrument, a direct violation of 11 U.S.C§ 362(a) (3) of, therefore, this serve as a
18 notice that any action brought against the debtor should be filed as it was before the
19 BK sale date, therefore, any and all provisions of this title must go back to debtor.

20 74. As the damages are immeasurable at this time, Debtor reserves all rights, remedies
21 and causes of action, including pursuit of punitive damages against Wells Fargo
22 Bank, N.A., NBS Default Services, LLC, and attorneys and any related entities. See
23 Marti Dec! ~ 7 at p. 2.

24 75. The U.S. District Bankruptcy recently held that filing of a bankruptcy petition by a
25 borrower can void a trustee sale even where the petition is filed after the trustee
26 sale, so long as the borrower files the petition before the execution of the Trustee's
27 Deed Upon Sale. The case is *In Re: Gonzales 2011 WL3328508(Bkrcty C.D.cal.)*.

1 76. If the deed of trust has not been prepared and recorded there is a potential that the
2 judge can find that the sale is not final and is in fact void at the time of the
3 bankruptcy filing. The Creditors' has always been aware of the debtor's
4 Bankruptcy and the debtor warned creditors of the bankruptcy but they all proceed
5 to violate the automatic stay. See Wilson Decl. ~ 9, 10, and 11 at pp. 3-4 of his
6 oral warning.

7 VII-2

8 TO DECLARE THAT FORECLOSURE SALE OF REAL PROPERTY THAT IS A
9 FRAUDULENT TRANSFER MAY BE AVOIDED

10 [BFP v. Resolution Trust Corp., 511 U.S. 531, 545-546 (1994)]

- 11 77. Plaintiff incorporates herein by reference the allegations made in the foregoing
12 paragraphs of this complaint, supra, as though fully set forth herein.
- 13 78. The term "transfer" includes "the foreclosure of a debtor's equity of redemption
14 "Section 101(54)(C)".
- 15 79. Foreclosure sales that are collusive are likely subject to attack as actually fraudulent
16 transfers when "made ... with actual intent to hinder, delay or defraud" creditors.
17 BFP v Resolution Trust Corp., 511 U.S. 531, 545 (1994).
- 18 80. Complainant alleges that the foreclosure sale of the subject real property was
19 collusive and made with actual intent to hinder, delay or defraud creditors and it
20 must be avoided as an actually fraudulent transfer.
- 21 81. In constructively fraudulent transfers, there is no conclusive presumption that
22 reasonably equivalent value equals foreclosure sale price when there is any
23 irregularity in the conduct of the foreclosure sale that would permit judicial
24 invalidation of the sale under applicable state law and "the transfer may be avoided
25 if the price received was not reasonably equivalent to the property's actual value at
26 the time of the sale (which we think would be the price that would have been
27 received if the foreclosure sale had proceeded according to law)." BFP v Resolution
28 Trust Corp., 511 U.S. 531, 545-546 (1994); In re Lindsay, 59 F.3d 942, 948 (9th Cir.
1995) (Dicta: "Even if there were such an irregularity, that alone would not permit

1 setting aside the foreclosure sale as a fraudulent conveyance. It would destroy the
2 irrebutability of the presumption that the price was "reasonably equivalent value.")

3 82. Complainant's alleges that the foreclosure sale of the subject real property did not
4 strictly comply with California non-judicial foreclosure laws and therefore there is
5 no conclusive presumption that the sale price is equal to reasonably equivalent
6 value and it must be avoided as a constructively fraudulent transfer.

7 83. Plaintiff requests declaratory relief in the form of a judicial determination that a
8 foreclosure sale that is collusive and made with actual intent to hinder, delay or
9 defraud creditors may be avoided as an actual fraudulent transfer.

10 84. Plaintiff requests declaratory relief in the form of a judicial determination that a
11 foreclosure sale that does not strictly comply with nonjudicial foreclosure laws may
12 be avoided as a constructively fraudulent transfer without the conclusive
13 presumption that the foreclosure sale price is equal to reasonably equivalent value.

14 VII-3

15 TO DECLARE THAT DEBTOR MAY AVOID A TRANSFER

16 [11 U.S.C. §§ 522]

17 85. Complainant incorporates herein by reference the allegations made in the foregoing
18 paragraphs of this complaint, supra, as though fully set forth herein.

19 86. Plaintiff alleges that the foreclosure sale is avoidable by the Chapter 13 Trustee
20 under Sections 544, 548 of the Code.

21 87. The debtor may exempt the subject real property pursuant to Section 522(g).

22 88. The debtor may avoid the foreclosure sale pursuant to Section 522(h). See also In
23 re Cohen, 305 B.R. 886, 892 (2004).

24 89. Complainant alleges that the Chapter 13 Trustee has not attempted to avoid the
25 foreclosure sale.

26 90. Complainant alleges that the Chapter 13 Trustee will not attempt to avoid the
27 foreclosure sale.

28 91. Complainant alleges that the U.S. Trustee has not attempted and will not attempt to
avoid the foreclosure sale.

- 1 92. Debtor could have and would have exempted the subject property if it had not been
2 transferred under federal exemption law or California exemption law.
3 93. Debtor has exempted the subject real property or these claims to recover it.
4 94. The Plaintiff did not consent to the transfer of the subject property and as to them it
5 was not voluntary.
6 95. The Debtor did not conceal the subject property or these claims for relief in this
7 bankruptcy.
8 96. The Debtor requests a judicial determination that the Debtor may step into the shoe
9 of the Chapter 13 Trustee so as to avoid the transfer of the subject property.
10 97. The Debtor requests a judicial determination that the Debtor may step into the shoes
11 of the Chapter 13 Trustee to recover avoidable property under Section 522(g), 542,
12 550, 551 and 1306.

13 VII-4

14 TO DECLARE THAT FORECLOSURE SALE BY CREDIT BID IS PRESUMED TO BE

15 COLLUSIVE

- 16 98. Complainant incorporates herein by reference the allegations made in the foregoing
17 paragraphs of this complaint, supra, as though fully set forth herein.
18
19 99. A beneficiary holding an under secured mortgage may bid in any amount from
20 \$0.00 to the fair market value of the property to the full indebtedness secured by the
21 property. Thus, any credit bid from on under secured beneficiary will completely
22 chill the competitive bidding at a foreclosure sale and prevent a fair auction from
23 taking place.
24
25 100. Complainant requests a judicial determination that a foreclosure sale by credit
26 bid to an under secured creditor is presumed to be collusive and that the
27 "successful" credit-bid creditor has the burden of proof to rebut the presumption.

28 VII-5

TO DECLARE THAT THE PRICE IN FACT RECEIVED AT FORECLOSURE SALE

1 IS PRESUMED TO BE ONE HUNDRED DOLLARS (\$100) OR LESS WHEN NO
2 TRANSFER TAX IS PAID [Cal.R&T § 11911]
3

4
5 101. Complainant incorporates herein by reference the allegations made in the
6 foregoing paragraphs of this complaint, supra, as though fully set forth herein.

7 102. California Revenue and Taxation Code § 11911(a) allows for the payment of
8 documentary transfer tax when real property is conveyed: "when the consideration
9 or value of the interest or property conveyed (exclusive of the value of any lien or
10 encumbrance remaining thereon at the time of sale) exceeds one hundred dollars
11 (\$100) a tax rate at the rate of fifty-five (\$0.55) for each five hundred dollars (\$500)
or fractional part thereof."

12 103. Complainant alleges that there is no lien or encumbrance remaining thereon
13 the subject real property at the time of the foreclosure sale, therefore a trustee's
14 deed upon sale which shows a transfer tax equal to zero is presumed to be a sale for
consideration or value less than one hundred dollars (\$100).

15 104. Complainant requests a judicial determination that as there is no lien or
16 encumbrance remaining thereon at the time of foreclosure sale, a Trustee's Deed
17 Upon Sale which shows a transfer tax equal to zero is presumed to be a sale for
18 consideration or value less than one hundred dollars (\$100).

19 VII-6.

20
21 TO AVOID ACTUALLY FRAUDULENT TRANSFER OF REAL PROPERTY
22 [11 U.S.C. § 548(a)(1)(A)]
23

24 105. Complainant incorporates herein by reference the allegations made in the
25 foregoing paragraphs of this complaint, supra, as though fully set forth herein.

26 106. The Debtor stands in place of Chapter 13 Trustee.
27
28

1 107. Defendant colluded with itself and the foreclosure trustee to set the
2 foreclosure sale price at zero by pretending to bid \$460,000.00. Defendant did this
3 with actual intent to delay, hinder, or defraud Debtor's other creditors.

4 108. Plaintiff requests a judicial determination that the sale must be avoided
5 pursuant to Section 548(a)(1)(A).

6 VII-7.

7 TO USE STRONG-ARM POWERS TO AVOID ACTUALLY FRAUDULENT
8 TRANSFER

9 OF REAL PROPERTY

10 [11 U.S.C. § 544, Cal. Civ. C. § 3439.04(A)(1)]

11 109. Complainant incorporates herein by reference the allegations made in the
12 foregoing paragraphs of this complaint, supra, as though fully set forth herein.

13 110. Debtor in place of the Chapter 13 Trustee may use "strong-arm powers" under
14 Section 544 to avoid actually fraudulent transfers under Cal. Civ. C. §
15 3439.04(A)(1).

16 111. Defendant colluded with itself and the foreclosure trustee to set the
17 foreclosure sale price at zero by pretending to bid the amount stated on the
18 Trustee's Deed Upon Sale. Defendant did this with actual intent to delay, hinder, or
19 defraud Debtor's other creditors.

20 112. Complainant requests judicial determination that the sale must be avoided as
21 an actually fraudulent transfer under Section 544 and Cal. Civ. C. § 3439.04(A)(1).

22 VII-8.

23 TO AVOID CONSTRUCTIVELY FRAUDULENT TRANSFER OF REAL PROPERTY

24 [11 U.S.C. § 548(a)(1)(B)]

25
26
27 113. Complainant incorporates herein by reference the allegations made in the
28 foregoing paragraphs of this complaint, supra, as though fully set forth herein.

1 114. Complainant alleges that the foreclosure sale was collusive because
2 Defendants colluded with itself and with the foreclosure trustee to establish the
3 foreclosure sale price, if any. Plaintiff alleges that the foreclosure sale did not
4 comply with non-judicial foreclosure statutes because Defendants never legally
5 acquired the note or the deed of trust and the foreclosure trustee never had authority
6 to conduct the sale.

7 115. Complainant alleges that the subject transfer was in exchange for less than
8 reasonably equivalent value because it was made for zero dollars because it was a
9 credit bid or it was made for the amount that defendant paid for the note which was
10 less than the credit bid or it was made for an amount different than the amount that
11 was disclosed or it was made for the disclosed amount which was less than "would
12 have been received if the foreclosure would have proceeded according to law."

13 116. Complainant requests a judicial determination that the sale is avoided pursuant
14 to Section 548(a)(1)(B).

15 VII-9.

16 TO USE STRONG-ARM POWERS TO AVOID CONSTRUCTIVELY FRAUDULENT
17 TRANSFER OF REAL PROPERTY

18 [11 U.S.C. § 544, CAL. C.C. §§ 3439.04(A)(2), 3439.05]

19 117. Complainant incorporates herein by reference the allegations made in the
20 foregoing paragraphs of this complaint, supra, as though fully set forth herein.

21 118. The Debtor has creditors that arose prior to the foreclosure sale. The Debtor
22 has creditors that arose after the foreclosure sale.

23 119. Complainant alleges that the subject transfer was in exchange for less than
24 reasonably equivalent value because it was made for less than one hundred dollars
25 (\$100) or zero dollars or it was made for the amount that defendant paid for the note
26 which was less than the credit bid or it was made for an amount different than the
27 amount that was disclosed or it was made for the disclosed amount which was less
28 than "would have been received if the foreclosure would have proceeded according
to law."

1 120. Plaintiff alleges that the foreclosure sale was collusive because Defendant
2 colluded with itself and with the foreclosure trustee to establish the foreclosure sale
3 price, if any.

4 121. Plaintiff alleges that the foreclosure sale did not comply with non-judicial
5 foreclosure statutes because Defendants never legally acquired the note or the deed
6 of trust and the foreclosure trustee never had authority to conduct the sale.

7 122. The Debtor was insolvent at the time of the sale or became insolvent as a
8 result of the sale.

9 123. Complainant requests a judicial determination that the sale is avoided pursuant
10 to Section 544 and Cal. Civil Code Section 3439.04(a)(2).

11 124. Complainant requests a judicial determination that the sale is avoided
12 pursuant to Section 544 and Cal. Civil Code Section 3439.05.

13
14 VII-10.

15 TO RECOVER REAL PROPERTY AND QUIET TITLE THERETO

16 [11 U.S.C. §§ 550, 551, 28 U.S.C. § 2201]

17
18 125. Complainant incorporates herein by reference the allegations made in the
19 foregoing paragraphs of this complaint, supra, as though fully set forth herein.

20 126. Debtor stands in place of the Chapter 13 Trustee.

21 127. Sections 522(i), 550, 551 allow for recovery where the transfer of property is
22 avoided under Sections 544, 548.

23 128. 28 U.S.C. § 2201 allows for this court to “declare the rights and other legal
24 relations of any interested party seeking such declaration.”

25 129. The Debtor is entitled to the recovery of the subject real property and quiet
26 title thereto.

27 130. Complainant demands a judicial determination to recover the subject property
28 and to hold quiet title to the subject property against all comers.

VII-11.

FOR AUTOMATIC TURNOVER OF REAL PROPERTY AND EJECTMENT

[11 U.S.C. §§ 542, 1306]

130. Complainant incorporates herein by reference the allegations made in the foregoing paragraphs of this complaint, supra, as though fully set forth herein.

131. The subject real property is property of the bankruptcy estate and the Debtor is entitled to its use and its automatic turnover.

132. The Complainant is entitled to quiet enjoyment of the subject real property.

133. Complainant demands the court to order the defendant and any others asserting control or possession over the subject property to automatically turnover the subject property and to cease their possession of the subject property, for ejectment and for a writ of possession to the subject property.

VII-12.

TO DECLARE THAT REAL PROPERTY IS NOT SUBJECT TO SECURITY

INTEREST [11 U.S.C. § 552]

135. Complainant incorporates herein by reference the allegations made in the foregoing paragraphs of this complaint, supra, as though fully set forth herein.

136. The Plaintiff did not enter into a security agreement before the commencement of the case with the Defendant.

137. The entity or entities that Plaintiff agreed with, no longer exist

1 138. The subject real property is not subject to any lien resulting from any security
2 agreement entered into by the debtor.

3 139. Complainant requests the court for a judicial determination that when the
4 foreclosure sale is avoided and the subject real property recovered, the subject real property
5 will not be subject to a security instrument.

6
7 VII-13.

8 FOR INJUNCTIVE RELIEF

9 [11 U.S.C. §§ 105, 362]

10 140. Complainant incorporates herein by reference the allegations made in the foregoing
11 paragraphs of this complaint, supra, as though fully set forth herein.

12 141. Complainant is likely to succeed on the merits of this claim.

13 142. Complainant will suffer irreparable harm if Defendant is permitted to proceed with
14 an eviction.

15 143. Complainant requires injunctive relief pursuant to 11 U.S.C. §§ 105, 362.

16 144. Plaintiff at this point has no adequate remedy of law for injuries that are threatened
17 as the subject home is unique, it provides a place to live. Plaintiff is the real party in
18 interest and has substantial equity in it. An eviction coupled with a forced move has
19 a potential of causing further losses in regard to employment and health.

20 145. Plaintiff requests injunctive relief from the court by an order to enjoin the
21 Defendant from taking any action against the Debtor or the subject real property,
22 including its sale.

23 VII-14.

24 DAMAGES

25 146. Plaintiff incorporates herein by reference the allegations made in the foregoing
26 paragraphs of this complaint, supra, as though fully set forth herein.

27 147. Complainant has suffered actual damages, including emotional distress, due to
28 Defendants' conduct.

1 148. Defendants' conduct has been malicious and intentionally deceitful thereby,
2 depriving the Plaintiff of property or legal rights or otherwise causing an injury, and
3 was despicable conduct that subjected the Plaintiff to a cruel and unjust hardship in
4 conscious disregard of the Plaintiff's rights, so as to justify an award of exemplary
5 and punitive damages.

6 149. Complainant requests actual damages incurred as a result of defendant's unlawful
7 conduct to be determined upon proof.

8 150. Complainant request punitive damages due to the defendants' intentional and
9 malicious conduct.

10 VII-15.

11 COSTS

12 151. Complainant incorporates herein by reference the allegations made in the foregoing
13 paragraphs of this complaint, supra, as though fully set forth herein.

14 152. Complainant requests costs of suit, including non-attorney fees, for the action file to
15 prevent the foreclosure.

16 153. Complainant requests costs of suit, including non-attorney fees, for filing this
17 bankruptcy case.

18 154. Complainant requests costs of suit, including non-attorney fees, for this adversary
19 proceeding.

20 VII-16

21 PRAYER FOR RELIEF

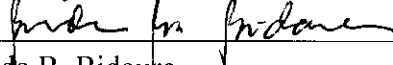
22
23 Wherefore, Complainant prays for judgment against the Defendants as follows:

- 24 a. For a declaration that the Defendants violated the Automatic Stay.
25 b. For a declaration of the rights and duties of the parties that the subject foreclosure
26 sale is an avoidable fraudulent transfer.
27 c. For a declaration that the Debtor has standing to step into the shoes of the Chapter 13
28 Trustee to avoid the subject foreclosure sale.

- d. For a declaration that the foreclosure sale was collusive.
- e. For a declaration that the subject foreclosure sale is avoided as an actually fraudulent transfer pursuant to Section 548(a)(1)(A).
- f. For a declaration that the subject foreclosure sale is avoided as an actually fraudulent transfer pursuant to Section 544 and Cal. Civil Code § 3439.04(a)(1).
- g. For a declaration that the foreclosure sale price was not reasonably equivalent value because the foreclosure sale did not comply with California's non-judicial foreclosure statute.
- h. For a declaration that the foreclosure sale price is presumed to be less than one hundred (\$100).
- i. For a declaration that the subject foreclosure sale is avoided as a constructively fraudulent transfer pursuant to Section 548(a)(1)(B).
- j. For a declaration that the subject foreclosure sale is avoided as a constructively fraudulent transfer pursuant to Section 544 and Cal. Civil Code § 3439.04(a)(2).
- k. For a declaration that subject foreclosure sale is avoided as a constructively fraudulent transfer pursuant to Section 544 and Cal. Civil Code § 3439.05.
- l. For a declaration that Plaintiff is the true and rightful owner of the subject real property.
- m. For an order quieting title to the subject property to the Plaintiff.
- n. For an order ejecting the defendants and all others from possessing the subject property.
- o. For actual damages in an amount to be proved.
- p. For punitive damages.
- q. For reasonable attorney fees and legal costs incurred, should counsel be retained.
- r. For all other relief deemed necessary and appropriate under law.

DATE: December 27, 2012

Respectfully Submitted,

By: 
Brenda B. Bidaure

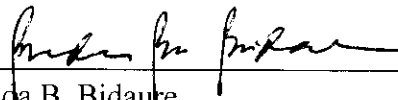
Reserve all rights without prejudice

VERIFICATION

I, Brenda B. Bidaure, have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters alleged on information and belief, and as those matters, I believe them to be true.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

DATE: December 27, 2012

By: 
Brenda B. Bidaure
Reserve all rights without prejudice

AFFIDAVIT OF DECLARATION

I, Brenda B. Bidaure, Holder- In- Due Course, declare that the foregoing statements are true and correct. I filed a Chapter 13, in behalf of BRENDA B. BIDAURE, Case No.: 6:12-bk-35577-DS, on November 15, 2012 at 09:08 at the U.S. Bankruptcy Court, Central District of California, Riverside, California, and the schedules have been filed on November 29, 2012. This notice serves as a legal binding notice that has been given to all real parties of interest. Executed at the County of Riverside, California. I declare that the above statements are true and correct under penalty of perjury under the laws of the United States of America, to the best of my knowledge and belief.

DATE: December 27, 2012

Respectfully Submitted,

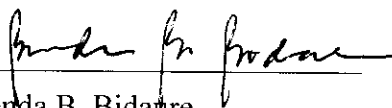
By: 
Brenda B. Bidaure
Reserve all rights without prejudice

EXHIBIT 1

TRUE AND CORRECT COPY:

**NOTICE OF DEFAULT
SUBSTITUTION OF TRUSTEE
NOTICE OF TRUSTEE SALE**

DOC # 2012-0322461

07/11/2012 08:00 AM Fees: \$24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

TICOR TITLE COMPANY OF CALIFORNIA

18302 IRVINE BLVD, STE 100, TUSTIN, CA 92780

WHEN RECORDED MAIL TO:

NBS Default Services, LLC

301 E. Ocean Blvd. Suite 1720

Long Beach, CA 90802

****This document was electronically submitted
to the County of Riverside for recording**
Received by: QHENSON**

APN: 253-381-009-5 TS No.: 9980-9117 TSG ORDER No.: 89731

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST IMPORTANT NOTICE

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND
IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,**
and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$70,460.08** as of **07/09/2012**, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and Deed of Trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and Deed of Trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Wells Fargo Bank, N. A.
c/o NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
Attn: Foreclosure Dept.
800-766-7751**

**TRUE and
CORRECT COPY**

TS No.: 9980-9117

Page 2 of 3 07/11/2012 08:00 AM

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That NBS Default Services, LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 09/20/2007, executed by BRENDA BIDAURE, A SINGLE PERSON, as Trustor(s), to secure certain obligations in favor of WELLS FARGO BANK, N.A., as beneficiary, recorded on 09/25/2007 as Document No.: 2007-0601232, of Official Records in the Office of the Recorder of Riverside County, California describing land therein as: As more fully described on said Deed of Trust.

Included among these obligations is one Note(s) for the original sum of \$469,420.00 that that beneficial interest under such Deed of Trust and the obligations secured thereby presently held by the beneficiary or its agent; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

Installment of Principal and Interest which became due on 12/01/2010, plus impounds and/or advances together with late charges, and all subsequent installments of principal, interest, plus impounds and/or advances and late charges and any reoccurring obligation that become due, including trustee's fees and expenses.

That by reason therefore, the present beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS WAIVER OF ANY OTHER FEES OWING TO THE BENEFICIARY, OR OTHER DEFAULT BY THE TRUSTOR, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

The beneficiary declares that it has complied with California Civil Code Section 2923.5. The Declaration pursuant to California Civil Code, Section 2923.5(b) is attached hereto as Exhibit "A"

Dated: July 9, 2012

NBS Default Services, LLC, as Trustee or Agent for the
Beneficiary

BY: _____

Gaby Ospino

"We are attempting to collect a debt, and any information we obtain will be used for that purpose."

NOTICE OF DEFAULT DECLARATION
PURSUANT TO CALIFORNIA CIVIL CODE 2923.5

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715

Borrower: BRENDA BIDAURE
Co Borrower:
Property Address: 4916 WESTMONT ST
RIVERSIDE CA 92507


The undersigned mortgagee, beneficiary, or their authorized agent (collectively, the "Beneficiary") represent and declares that the requirements of CA Civil Code 2923.5 have been met. This Declaration is required for any residential owner occupied property in which the loan was originated between January 1, 2003 and December 31, 2007. Non-owner occupied and vacant properties are exempt from the requirements of CA Civil Code 2923.5.

The requirement indicated by "X" was met by the Beneficiary:

- ☒ The Beneficiary has made contact with the borrower pursuant to CA Civil Code 2923.5(a)(2). Contact with the borrower was made in person or by telephone to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure.
- ☐ Due Diligence to contact the borrower was exercised pursuant to CA Civil Code 2923.5(g)(2) by the Beneficiary.
- ☐ The borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, Trustee, beneficiary, or authorized agent pursuant to CA Civil Code 2923.5(h)(1).
- ☐ The borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries pursuant to CA Civil Code 2923.5(h)(2).
- ☐ The borrower has filed for bankruptcy and the proceedings have not been finalized pursuant to CA Civil Code 2923.5(h)(3).
- ☐ An Exemption as identified in 2923.5 (h) & (i) applies: The loan did not originate between January 1, 2003 and December 31, 2007 or the property is deemed Non-owner occupied or vacant.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 5/11/12


Wells Fargo Bank, N.A.
Sean C Lindsay
VP of Loan Documentation

DOC # 2012-0388435

08/15/2012 08:00 AM Fees: \$24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

TICOR TITLE

RECORDING REQUESTED BY:

NBS Default Services, LLC

AND WHEN RECORDED MAIL TO:

NBS Default Services, LLC

301 E. Ocean Blvd. Suite 1720

Long Beach, CA 90802

**This document was electronically submitted
to the County of Riverside for recording**
Received by: QHENSON

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 253-381-009-5 TS No.: 9980-9117 TSG Order No.: 89731

SUBSTITUTION OF TRUSTEE

Pursuant to the provisions of that certain Deed of Trust dated 09/20/2007, by BRENDA BIDAURE, A SINGLE PERSON, as Trustor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, for the benefit of WELLS FARGO BANK, N.A. as Beneficiary, recorded on 09/25/2007 as Document No.: 2007-0601232, in the office of the register of Riverside County, California; and to secure an obligation under a Promissory Note.

The undersigned, as the authorized agent of the holder of the note, does hereby remove FIDELITY NATIONAL TITLE INS CO, as Trustee and does, pursuant to the terms of the Deed of Trust, hereby remove any Substitute Trustee or Trustees who may have been previously appointed in place of the original Trustee, and does hereby appoint and substitute NBS Default Services, LLC, to serve, effective immediately, as Substitute Trustee in the Deed of Trust, and to replace the FIDELITY NATIONAL TITLE INS CO. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

The undersigned hereby revokes all other substitutions of trustee which it may have executed, appointed or filed in the past, giving and granting to said Substitute Trustee all the powers, duties and authority of the discharged Trustee, and hereby ratifying all acts of said Substitute Trustee heretofore or hereafter performed. Said Substitute Trustee shall, in accordance with the provisions of the deed of trust, succeed to all the title, powers and duties conferred upon the Original Trustee(s) by the terms of said deed of trust and by applicable law.

Dated: July 11, 2012

**HSBC Bank USA, National Association as Trustee for Wells
Fargo Asset Securities Corporation, Mortgage Asset-Backed
Pass-Through Certificates Series 2007-AR7, by Wells Fargo
Bank N.A. as servicing agent**



Kim Dunn

Vice President of Loan Documentation

**TRUE and
CORRECT COPY**

North Carolina
Wake County

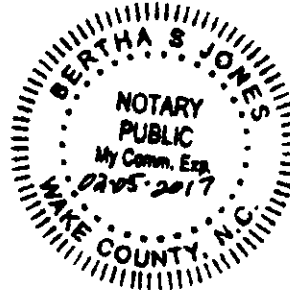
I, Bertha S. Jones, a Notary Public of Wake County and State of North Carolina do hereby certify that Kim Dunn personally came before me this day and acknowledged that he/she is the Vice President of Loan Documentation of Wells Fargo Bank, NA., as Servicing Agent for HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Asset-Backed Pass-Through Certificates Series 2007-AR7 and that he/she, as Vice President of Loan Documentation being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 11th day of July, 2012.

Bertha S. Jones (Signature)

Bertha S. Jones Notary Public

My commission expires 0205-2017



**AFFIDAVIT OF MAILING
FOR SUBSTITUTION OF TRUSTEE BY CODE**

TS No.: 9980-9117

Trustor(s): BRENDA BIDAURE, A SINGLE PERSON

I, Les Poppitt declare: That I am an officer, agent or employee, over the age of eighteen years of NBS Default Services, LLC whose business address is:

301 E. Ocean Blvd. Suite 1720, Long Beach, CA 90802

A copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924(b) of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 8, 2012

Les Poppitt



DOC # 2012-0514037

10/26/2012 08:00 AM Fees: \$21.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

NBS Default Services, LLC

301 E. Ocean Blvd. Suite 1720

Long Beach, CA 90802

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MABRERA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: 9980-9117 TSG Order No.: 89731 A.P.N.: 253-381-009-5

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09/20/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NBS Default Services, LLC, as the duly appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust Recorded 09/25/2007 as Document No.: 2007-0601232, of Official Records in the office of the Recorder of Riverside County, California, executed by: BRENDA BIDAURE, A SINGLE PERSON, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable in full at time of sale by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and state, and as more fully described in the above referenced Deed of Trust.

Sale Date & Time: 11/15/2012 at 09:00 AM

Sale Location: In front of the Corona Civic Center, 849 W. Sixth Street, Corona, CA 92882

The street address and other common designation, if any, of the real property described above is purported to be: 4916 WESTMONT ST, RIVERSIDE, CA 92507

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made in an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: **\$597,720.77** (Estimated). Accrued interest and additional advances, if any, will increase this figure prior to sale. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that

**TRUE and
CORRECT COPY**

the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call, (714)730-2727 for information regarding the trustee's sale or visit this Internet Web site, <https://www.lpsasap.com/>, for information regarding the sale of this property, using the file number assigned to this case, T.S.# 9980-9117. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the internet Web site. The best way to verify postponement information is to attend the scheduled sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

The Declaration pursuant to California Civil Code, Section 2923.5(a) was fulfilled when the Notice of Default was recorded on 07/11/2012

NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800-766-7751

For Trustee Sale Information Log On To: <https://www.lpsasap.com/> or Call: (714)730-2727.

NBS Default Services, LLC, Gaby Ospino

"We are attempting to collect a debt, and any information we obtain will be used for that purpose."



EXHIBIT 2

TRUE AND CORRECT COPY:

RECORDED IN RIVERSIDE COUNTY RECORDER OFFICE

AND SECRETARY OF STATE IN CALIFORNIA (UCC)

UNIFORM COMMERCIAL CODE (UCC-1)

WITH PRIVATE SECURITY AGREEMENT

[(PSA No. BBB (090655)]

DOCUMENT No. 08-716706954; 29568590002

08-7167060954

07/30/2008 17:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Brenda-Burton; Bidaure
13024 Empty Saddle Court,
Corona, California State Republic
near 92883



FILED

CALIFORNIA
SECRETARY OF STATE

SOS



17854080002 UCC FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

BRENDA-BURTON; BIDAURE / CESTUI QUE TRUST

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

13024 EMPTY SADDLE COURT

CITY
CORONA

STATE
California

POSTAL CODE
92883

COUNTRY
USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1a. TYPE OF ORGANIZATION
DBA

1i. JURISDICTION OF ORGANIZATION
UNITED STATES

1g. ORGANIZATIONAL ID#, if any
N/A

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

2a. TYPE OF ORGANIZATION

2i. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o 13024 Empty Saddle Court

CITY
Corona

STATE
California
Republic

POSTAL CODE
[92883]

COUNTRY
Continental United
States
(North America)

4. This FINANCING STATEMENT covers the following collateral:

This is Actual and Constructive Notice that all of Debtor's Interest now held or hereafter acquired is hereby accepted as collateral for securing contractual obligation in favor of Secured Party as Detailed in a true, correct, complete, notarized Commercial Security Agreement in the possession of the Secured Party.

NOTICE: In accordance with various UCC Sections RE: Property- This is the entry of the Debtor in the Commercial Registry as a transmitting utility and the following property is hereby registered in the same as public notice of a commercial transaction: Certificate of Live Birth Registered # 2683(i55); Employer Identification # # F34928395; UCC Contract Trust Account # RA [REDACTED] US; ALL Property is accepted for value and is exempt from Levy. Adjustment of this filing is from Public Policy HJR-192, Public Law 73-10 and UCC10-104. All proceeds, products, accounts, fixtures and the orders therefrom are released to the Debtor.

BRENDA-BURTON; BIDAURE/ CESTUI QUE TRUST

* SEE ATTACHED NOTICE OF PRIVATE SECURITY AGREEMENT NO. BBB {090655}-PSA*.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☒ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 (optional)

8. OPTIONAL FILER REFERENCE DATA

Authorized Representative, Living, Sentient Man, Secured Party, Creditor's Autograph

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) - CALIFORNIA (REV. 01/01/08)

**TRUE and
CORRECT COPY**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]									
951-970-5847									
B. SEND ACKNOWLEDGMENT TO: (Name and Address)					DOCUMENT NUMBER: 29568590002				
BRENDA BIDAURE					FILING NUMBER: 11-7276177817				
P.O. BOX 77191					FILING DATE: 07/08/2011 12:47				
CORONA, CA 92877					IMAGE GENERATED ELECTRONICALLY FOR WEB FILING				
USA					THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY				
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names									
1a. ORGANIZATION'S NAME									
FIDELITY NATIONAL TITLE CO. c/o DEFAULT RESOLUTION NETWORK									
OR									
1b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS				CITY		STATE		POSTAL CODE	
135 MAIN STREET, SUTE 1900				SAN FRANCISCO		CA		94105	
1d. SEE INSTRUCTIONS				1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID#, if any	
ADD'L DEBTOR INFO				CORPORATION		CALIFORNIA		C0797285 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names									
2a. ORGANIZATION'S NAME									
WELLS FARGO BANK, N.A.									
OR									
2b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS				CITY		STATE		POSTAL CODE	
420 MONTGOMERY STREET				SAN FRANCISCO		CA		94163	
2d. SEE INSTRUCTIONS				2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID#, if any	
ADD'L DEBTOR INFO				CORPORATION		DELAWARE		C2160471 <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)									
3a. ORGANIZATION'S NAME									
OR									
3b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX	
Bidaure				Brenda		Burton			
3c. MAILING ADDRESS				CITY		STATE		POSTAL CODE	
4916 Westmont Street, Riverside, California Non domestic without the United States								COUNTRY	
								ZZZ	
4. This FINANCING STATEMENT covers the following collateral:									
1. Certificate of Administrative Judgment dated July 04, 2011 between WELLS FARGO HOME MORTGAGE and Brenda B.Bidaure, Parcel Id No. 253-190-002-8.									
2. Notice of Administrative Judgment dated July 04,2011, Parcel Id No. 253-190-002-8.									
3. Notice of lien hold interest in the collateral property at 4916 Westmont Street, Riverside, Ca. 92507, see block 14, attached Ad hereto.									
4. Security agreement conveys and grants Specific Power of Attorney to Brenda B. Bidaure to execute and file any and all documents necessary in behalf of Wells Fargo Bank, N.A and its subsidiary, to transfer title back on the property so described in block 14 Ad to the DEBTOR(S) herein as set forth in the security agreement.									
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING									
<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]					7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2				
8. OPTIONAL FILER REFERENCE DATA									
Signature of Secured party Creditor:/s/ Brenda B. Bidaure									

FILING OFFICE COPY

**TRUE and
CORRECT COPY**

PRIVATE SECURITY AGREEMENT No. BBB (090655)

PRIVATE SECURITY AGREEMENT No. BBB (090655)-PSA
Non-Negotiable - Private Agreement Between two Parties

PARTIES

Debtor: **BRENDA-BURTON BIDAURE trade-name (*)** Secured Party: **c/o 13024 Empty Saddle Court**
13024 EMPTY SADDLE COURT **Corona, California [92883]**
CORONA, CALIFORNIA [92883]
(*BRENDA-BURTON BIDAURE, and any derivatives **Brenda-Burton: Bidaure**
and variations in the spelling of said name.)

This Security Agreement:

This Security Agreement mutually agreed and entered on the Nineteenth day of the Seventh month in the common era Two Thousand Eight between the juristic person BRENDA-BURTON BIDAURE, and also known by any and all derivatives and variations in the spelling of said name except BRENDA-BURTON BIDAURE, "hereinafter jointly and severally "Debtor," and the neutral, living, sentient woman, i.e. natural, biological, and spiritual being, BRENDA-BURTON BIDAURE™, hereinafter "Secured Party."

For valuable consideration, Controlling Creditor or Entitlement Holder BRENDA-BURTON BIDAURE;

- (a) Assigns to BRENDA-BURTON BIDAURE, any security interests in any Collateral, not limited by the items described herein below for the purpose of securing any interests or any rights in any form whatsoever;
- (b) Transfers any collateral along with any controlling creditor or Security Entitlement or transfer or assignment or attachment or perfection rights, not limited by Security Entitlements, unto or into the possession and control of BRENDA-BURTON BIDAURE;
- (c) Agrees with having Debtor's name entered and registered in the records of the UCC filing office as a transmitting-utility Debtor, and
- (d) Agrees that BRENDA-BURTON BIDAURE, possesses any collateral along with any controlling creditor or Security Entitlement or transfer or assignment or attachment or perfection rights stated herein this Security Agreement re any Collateral, as well as any rights in whatever form whatsoever.

This Security Agreement secures:

- (a) The performance of obligations owed by Debtor in favor of Secured Party as set forth in the express written Agreement; value of said obligation identified specifically with property or collateral herein or inquiries may consult the secured party.
- (b) The repayment of (i) any amounts that Secured Party may advance, spend, and otherwise convey for the maintenance, preservation, upkeep, and the like of the Collateral, and (ii) any other expenditures that Secured Party may make under the provisions of this Security Agreement in particular and for the benefit of Debtor in general;
- (c) Any amounts owed under any modifications, renewals, and extensions of any of the foregoing obligations;
- (d) Any amounts owed now or in the future by Debtor for the benefit of Secured Party;
- (e) Any indebtedness or liabilities owed by Debtor in favor of Secured Party, both direct or indirect, absolute or contingent, due or as might become due, now existing or hereafter arising, or however evidenced;
- (f) Any other debts that may be owed by Debtor for the benefit of Secured Party upon occasion as stated herein.

Debtor transfers any controlling creditor or Entitlement rights or transfer or assignment or attachment or perfection rights or issuances or property or collateral or possessions or rights to Brenda-Burton: Bidaure. Any herein stated controlling creditor or Security Entitlement or transfer or assignment or attachment or perfection rights or issuances or property or collateral or possessions or rights shall remain transferred to Brenda-Burton: Bidaure until this Security Agreement is terminated in writing and signed by both the Debtor and the Secured Party" herein-stated.

***NOTICE AND WARNING!**

Any juristic person, as well as any agent of said juristic person, agrees that neither said juristic person, nor the agent of said juristic person, shall display, nor use in any manner, the trade-name/trade-mark, common-law trade-name/trade-mark described herein, i.e. BRENDA-BURTON BIDAURE, or any variation thereof, or any derivative of said name, without prior, express, written consent of Controlling Creditor or Entitlement Holder or Claimant or Secured Party Brenda-Burton: Bidaure as signified by Secured Party's signature in red ink. Per both published Trade-name Notice attached hereto or NOTICE AND WARNING herein, any Juristic Person or any agent of said Juristic Person, hereinafter jointly and severally "User," consents and agrees in any use of BRENDA-BURTON BIDAURE other than authorized use as set forth herein or, following Brenda-Burton: Bidaure's NOTICE BY WRITTEN COMMUNICATION/SECURITY AGREEMENT constitutes User's indirect agreement or consent or confession of judgment of unauthorized use of said trade-name/trade-mark, contractually binds User, and signifies that User: (1) grants Secured Party a security interest in, and a distress warrant or lien against User's property and interest in property in the sum certain amount

PRIVATE SECURITY AGREEMENT No. BBB (090655)-PSA

Page 1 of 9

**TRUE and
CORRECT COPY**

17864080002

EXHIBIT 3

TRUE AND CORRECT COPY:

RECORDED IN RIVERSIDE COUNTY RECORDER OFFICE

AND SECRETARY OF STATE IN CALIFORNIA (UCC)

DECLARATION OF ACCEPTANCE

LAND PATENT (PARTIAL COPIES)

Exhibit # 2

DECLARATION OF ACCEPTANCE

**TRUE and
CORRECT COPY**



2008-0563404
10/21/2008 08:00A
12 of 57

Recording requested by:
Brenda-Burton: Bidaure
4916 Westmont Street,
Riverside, California 92507

and when recorded, please return this deed and
tax statements to:

Brenda-Burton: Bidaure
C/O Non-Domestic 13024 Empty Saddle Court
Near Corona, California 92883
North America

Use the above mailing location EXACTLY as

DECLARATION OF ACCEPTANCE

OF LAND PATENT ASSIGNMENT

UNITED STATES OF AMERICA Land Patent Document # 18 & 1517

KNOWN ALL MEN BY THESE PRESENTS: That, Brenda-Burton: Bidaure (a sovereign Woman) . does hereby certify and declare as follows: That he accepts the assignment of all Rights pertaining to the described Land and property including but not limited to the Land Patent secured rights within the United States of America.(Land Patent Document # 18 & 1517)

(1) The Land Patent Secured Land: The Character of said Land and property so secured by said Land Patent, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging, is here legally described and referenced as:

"Those portions of land within Township Two south(T2s); Range four west(R4w), Sections 29&32; San Bernardino Base Meridian within the lot 24 Tract No. 32820, as shown by Map on file in Book 411, Pages 11 through 18, inclusive, of Maps, Records of Riverside county, State of California."

(2) NOTICE AND EFFECT OF A LAND PATENT. "A grant of land (Land Patent) is a public law standing on the statute books of the State, and is notice to every subsequent purchaser under any conflicting sale made afterward." Wingman v. Gastrell, 53 FED 697, 2 U.S. App. 581. A patent alone passes title to the Grantee; Wilcox v. Jackson, 12 PET (U.S.) 498, 10 L.Ed. 264. All questions of fact decided by the General Land Office are binding everywhere and injunctions and mandamus proceedings will not lie against it. Litchfield v. Register, 9 Wall (U.S.) 575, 19 L.Ed. 681.

Where the United States has parted with title by a patent legally issued and upon surveys legally made by itself and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes: Cage v. Danks, 13 L.A. ANN. 128.

(3) LAND TITLE AND TRANSFER. The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat title, even where these have been traced to its source, the purchaser must but at peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad: Yeakle, Torrens System 209.

If said assignment of related Land Patent is not properly challenged within sixty days (60), in a court of law, it stands as a certainty, because no other party has followed the proper steps to secure lawful title. The final certificate or receipt acknowledging the payment in full by a homesteader or Preemptor is not in legal effect a conveyance of land. U.S. v. Steensen, 50 FED 504, 1 CCA 552, 4 U.S. App. 332

Wherefore, said Land Patent secured Rights stand as assigned forever secured in accord with the terms set in said Land Patent signed and sealed under the signature of the President of the United States of America.

Signed: Brenda-Burton: Bidaure All Rights Reserved Signed: N/A All Rights Reserved
Brenda-Burton: Bidaure (a sovereign Woman)

Date: 9/26/08 Signature: Johnny J. Bariano

Date: 9/26/08 Signature: Victor R. Bayan

State of California

County of _____

On _____ before me, _____ (name and title of the officer),
personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

TRUE and
CORRECT COPY



2008-0563404
18/21/2008 08:00A
13 of 57

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

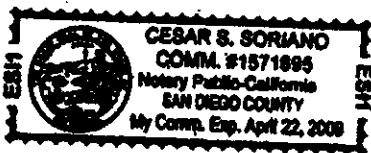
County of SAN DIEGO

On 9/26/08 before me, CESAR S. SORIANO, Notary Public

personally appeared BRENDA BURTON BIDAURE

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DECLARATION OF ACCEPTANCE

Document Date: 9/26/08

Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: BRENDA BURTON BIDAURE

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Signer's Name: N/A

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Exhibit # 6

LAND PATENT



2008-0563404
10/21/2008 08:00A
25 of 57

**TRUE and
CORRECT COPY**

THE UNITED STATES OF AMERICA

To To all to whom these Presents shall come Greeting:

Whereas, There has been deposited in the General Land Office of the United States
a Certificate of the Register of the Land Office at Los Angeles California _____
_____, whereby it appears that pursuant to the Act of Congress approval 20th
day 1862. "To secure Homesteads to actual Sellers on the Public Domain" and the acts
supplemental thereto the claim of Elizabeth Dodge _____ has been
established and duly consummated, in conformity to law for the South East Quarter of
the North East quarter and the East half of the South East quarter of Section Thirty two in
Township two south of Range four West, of San Bernardino Meridian in California
containing one hundred and twenty acres according to the Official Seal of the surety of
said Land returned to the general land office by the Surveyor General.

Now Know ye, that there is, therefore, granted by the United States unto the said
Elizabeth Dodge, The tract of Land above described: **To have and to Hold** the said tract
of Land with the appurtenances thereof, unto said **Elizabeth Dodge** and to her heirs and
assigns forever, subject to any vested and accrued water rights for mining, agriculture,
Manufacturing, or other purposes, and rights ditches and reservoirs used in connection
with such water rights as may be recognized and acknowledged by the local customs,
laws and decisions of courts, and also subject to the right of the proprietor of a vein or
lode to extract and remove his ore therefrom; should the same be found to penetrate or
intersect the promises hereby granted, as provided by law.

*In testimony whereof, I Benjamin Harrison, president of the United of
America, have caused theses letters to be made Patent and
the Seal of the General Land Office to be hereunto affixed.*

Given under my hand at the City of
Washington this Sixteenth day of April
in the year of our Lord and thousand
one thousand eight hundred ninety
two and of the Independence of the
United Sates the one hundred and
Sixteenth.

By the President: Benjamin Harrison

By M. M. Kern _____ Secretary

D.P. Roberts . Recorder of the General Office



2008-0563404
18/21/2008 08:00A
27 of 57

**TRUE and
CORRECT COPY**

2000-0563404
10/21/2000 00:00A
26 of 57

2008-0563484
10/21/2008 08:08
28 of 57



State of California.

These Statutes shall come, Starting

Act of Congress approved July 27, 1866.
June 27, 1870, to aid in the construction
Thruway line from the South of Missi-
ssippi to the Pacific Coast, and to provide to
the use of the same for Civil, Military,
and other purposes, authority is given to the Southern Pacific
Company of California, a corporation existing
under the laws of that State, to construct a Railroad and
other works under certain conditions and stipulations
provided for in the City of San Francisco to
connect with the Atlantic and Pacific Rail-
road, the boundary line of said State, and provision
is made for the said Company, every alternate
section, not mineral, designated by odd
number, of twenty alternate sections per
mile on each side of said railroad line, as said Com-
pany may adopt through the Territory of the United States.
Every alternate section of land per mile on each side
of said railroad, whenever it passes through any State,
Territory, or on the line thereof, the United States have
the land surveyed, sold, granted, or otherwise appropriated
shall be free from preemption or other claims at the
time of said road is designated by a plat filed
in the office of the Commissioner of the General

land, if it is further enacted by the 23rd section
of the Act of March 3, 1871, for the purpose of connecting
the said Railroad with the City of San Francisco
the said Pacific Railroad Company of California
shall be subject to the laws of California to
the extent of said road from a point at or near the
City of Los Angeles to the San Francisco Port
and the Colorado river, with the same rights,
privileges and subject to the same limitations,
conditions, and once granted to said Southern
Pacific Company of California by the aforesaid

Act of March 3, 1871, bearing date May 11, 1874,
March 3, 1877 and January 20,
1878, and that the Southern Pacific Company
shall be subject to the laws of California to the extent
of said road from a point at or near the City of Los Angeles
to the San Francisco Port and the Colorado river, with the same
rights, privileges and subject to the same limitations, conditions,
and once granted to said Southern Pacific Company of California by the aforesaid

SEP 22 2008

CERTIFIED TO BE A TRUE COPY
Michael Hill
CERTIFYING OFFICER
PUBLIC INFORMATION SECTION
CALIFORNIA STATE OFFICE
BUREAU OF LAND MANAGEMENT

SEP 22 2008

EXHIBIT 4

TRUE AND CORRECT COPY:

COPY OF CONFIRMATION

NOTICE OF BANKRUPTCY FILING

CASE No.: 6:12-bk-35577-DS

Transmission Log

Wells Fargo Bank, NA

Thursday, 2012-11-15 09:32

9516868301

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2012-11-15	09:31	SCAN	04788	0:38	14400	19726436699	2	OK -- V.17 AR30

Fax Cover Sheet

WELLS
FARGO

PAGES SENT (Includes this cover sheet)

2

DATE

11/15/2012

TO

DEFAULT

TELEPHONE

FAX

972-843-6699

FROM

BRENDA BIDAURE

TELEPHONE (Required)

FAX

SUBJECT

MESSAGE

LOAN 7080073965527

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error or wish to discontinue receiving faxes, please notify us immediately by telephone at the number listed above. Thank you.

**TRUE and
CORRECT COPY**

United States Bankruptcy Court
Central District Of California

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 11/15/2012 at 09:08 AM and filed on 11/15/2012.

FILED
11/15/2012

Brenda B Bidaure
4916 Westmont St
Riverside, CA 92507
SSN / ITIN: xxx-xx-3122

The bankruptcy trustee is:

Rod (DS) Danielson (TR)

3787 University Avenue
Riverside, CA 92501
(951) 826-8000

The case was assigned case number 6:12-bk-35577-DS to Judge Deborah J. Saltzman.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.cacb.uscourts.gov or at the Clerk's Office, 3420 Twelfth Street,, Riverside, CA 92501-3819.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Kathleen J. Campbell
Clerk, U.S. Bankruptcy
Court

TRUE and
CORRECT COPY

EXHIBIT 5

TRUE AND CORRECT COPY:

TRUSTEE'S DEED UPON SALE

DOC # 2012-0561235

11/20/2012 01:18 PM Fees: \$18.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:**AND WHEN RECORDED TO:****Wells Fargo Bank, N. A.****3476 Stateview Boulevard, Fort Mill, SC 29715******This document was electronically submitted
to the County of Riverside for recording**
Received by: TVERBA****Forward Tax Statements to
the address given above**

SPACE ABOVE LINE FOR RECORDER'S USE

TS #: 9980-9117**TSG Order #: 89731****TRUSTEE'S DEED UPON SALE****A.P.N.: 253-381-009-5****Transfer Tax: \$0.00****The Grantee Herein was the Foreclosing Beneficiary.****The Amount of the Unpaid Debt was 589,337.18****The Amount Paid by the Grantee was 460,000.00****Said Property is in the City of RIVERSIDE, County of Riverside**

NBS Default Services, LLC, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEYS without covenant or warranty, express or implied, to: HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Asset-Backed Pass-Through Certificates Series 2007-AR7 (herein called Grantee) but without covenant or warranty, expressed or implied, to the property situated in the county of Riverside, State of California, described as follows:

LOT 24 OF TRACT NO. 32820 IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 411 PAGES 11 THROUGH 18 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

This deed is made pursuant to the powers, including the power of sale conferred upon Trustee (or to Successor Trustee) by the Deed of Trust dated 09/20/2007 made to BRENDA BIDAURE, A SINGLE PERSON, and recorded on 09/25/2007, in the office of the County Recorder of Riverside County, California, as Document No.: 2007-0601232, Book No.: -, Page No.: -, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

All requirements per law and of said Deed of Trust relating to this sale to notice thereof having been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 11/15/2012,

**TRUE and
CORRECT COPY**

EXHIBIT 6

TRUE AND CORRECT COPY:

**POSTED NOTICE FROM COLDWELL BANKER,
REALTOR AGENT (PREMIERE ASSET SERVICES)**

PREMIERE

Main Document Page 56 of 79

Please call me. The bank requires that I post notices until you call me.

Date: 11/21/2012

Thankyou FLIP Tyler

Dear Occupant,

Wells Fargo Bank, N.A. doing business as Premiere Asset Services, in its capacity as mortgage loan servicer and on behalf of the title holder of record, completed a foreclosure or deed in lieu of foreclosure proceeding on the property located at: 4916 WESTMONT ST, RIVERSIDE, CA, 92507, Unit Number: N/A. If you are the former owner or a tenant currently occupying the property and are over the age of 18, please read the information provided below to help you make an informed decision about your options. Please contact Flip Tyler within five (5) business days to discuss and share your option preference.

Option #1 – Financial Relocation Assistance Option (Available to Former Owner and Tenants)

As the former owner (mortgagor) or current renter of this property, you may be eligible for financial relocation assistance to help cover expenses associated with moving. To be eligible, you must vacate the property within the agreed time frame. You must leave the property in broom-swept condition. Certain restrictions do apply. Contact Flip Tyler for more information.

Option #2 – Continue to Lease Option (Available to Tenants Only)

Premiere Asset Services may honor a current written lease, entered into prior to the date of the complete transfer of title provided the lease meets certain eligibility requirements. A copy of the lease should be provided to Flip Tyler for consideration. The property will be listed for sale and shown according to the terms of the lease. However, in the event the property is sold to a third party who intends to occupy the house as a primary residence, you may receive a notice to vacate the property within ninety days (90) from the new owner/occupant. If the purchaser does not intend to occupy the property as a primary residence, your current lease should be honored by the new owner.

Option #3 – 90 Day Notice (Available to Tenants Only)

If you are unable or unwilling to provide a copy of the lease within 10 business days of the date of this letter, you will receive a notice to vacate the property within 90 days of the effective date of that notice. You may have already received a notice to vacate which supersedes this letter.

Option #4 – Purchase Property (Available to Tenants Only)

If you are interested in purchasing this property, please contact the listing agent. You may also contact Mark Angotta (NMLSRIID: 448012) at 6198847878 to discuss your mortgage options.

Contact Information

Please contact Flip Tyler within five (5) business days to advise how you wish to proceed. If you are unable to reach the agent, you may also contact Premiere Asset Services at (877)305-8925. This document is not intended to cover all of the options you may have. You should seek advice from an attorney if you have any questions concerning your rights.

Flip Tyler

Coldwell Banker

1101 California Avenue, Corona, CA

Phone: 909-772-1921

Fax:

Sincerely,

Premiere Asset Services

**TRUE and
CORRECT COPY**



FELICIA "FLIP" TYLER

Realtor®
DRE# 01029964

(909) 772-1921 CELL
(951) 280-5293 OFFICE
(951) 268-9412 FAX
Flip.Tyler@camoves.com

1101 California Avenue #100
Corona, CA 92881

www.camoves.com/flip.tyler



Owned And Operated By NRT LLC



EXHIBIT 7

TRUE AND CORRECT COPY:

**LETTER TO FLIP TYLER, WELLS FARGO BANK
AND PREMIERE ASSET SERVICES**

NOTICE OF BANKRUPTCY FILING (BK PETITION)

DATE: NOV. 23, 2012

TO: FLIP TYLER, COLDWELL BANKER AGENT
WELLS FARGO, N.A. and PREMIERE ASSET SERVICES

RE: BK CASE # 6:12-bk-35577-DS

ACCOUNT NO: 0073965527
PROPERTY ADDRESS: 4916 WESTMONT ST.
RIVERSIDE, CA. 92507

TS NO. 9980-9117

Thank you for talking with you this morning 11/23/12. I received FEDEX letter from PREMIERE ASSET SERVICES and the same letter you posted in my door with your business card on 11/21/12, indicating four (4) Option Preferences to leave my home.

As I have stated with Wells Fargo Home Preservation (Tigre Liechlitter, Anthony Polito and Lindsay Cooke), Foreclosure and Litigation Dept, Customer Service, CFO and CEO, NBS Default Services, Trustee(Gaby Ospino, Les Poppit and numerous staff), my sincere and honest intention is to keep and preserve my land and property, as the owner and holder of the Grant Deed. This statement remain the same forever and as I have informed you on the phone conversation @0956 Nov. 23, 2012. Furthermore, 4916 Westmont Street, Riverside, California 92507, now belongs to CROWN JEWEL LAND TRUST, Oct. 19, 2012, and whereby a QUITCLAIM DEED was filed and recorded at Riverside County Recorder on Oct. 22, 2012. Wells Fargo Foreclosure and NBS were notified via fax, certified mail on Oct. 31, 2012.

I have filed a Chapter 13, Bankruptcy on Nov. 15, 2012 @0908 at the US Bankruptcy Court, Central District Court of California. It is my intention to pursue this unlawful foreclosure through legal and litigation proceedings. Thank you for your cooperation and attending to this matter

Sincerely,


Brenda B. Bidaure

Authorized Representative
Without Prejudice

Nov. 23, 2012

**TRUE and
CORRECT COPY**

See attached BK Petition 

United States Bankruptcy Court
Central District Of California

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 11/15/2012 at 09:08 AM and filed on 11/15/2012.

FILED
11/15/2012

Brenda B Bidaure
4916 Westmont St
Riverside, CA 92507
SSN / ITIN: xxx-xx-3122

The bankruptcy trustee is:

Rod (DS) Danielson (TR)

3787 University Avenue
Riverside, CA 92501
(951) 826-8000

The case was assigned case number 6:12-bk-35577-DS to Judge Deborah J. Saltzman.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.cacb.uscourts.gov or at the Clerk's Office, 3420 Twelfth Street., Riverside, CA 92501-3819.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Kathleen J. Campbell
Clerk, U.S. Bankruptcy
Court

TRUE and
CORRECT COPY

EXHIBIT 8

TRUE AND CORRECT COPY:

DOCUMENTS SUBMITTED TO

NBS AND WELLS FARGO BANK, N.A.

- A. RESPA QWR**
- B. LETTER OF NOTICE OF QUITCLAIM DEED**
- C. LOAN MODIFICATION**
- D. LETTER OF DISPUTE**
- E. LETTER OF REQUEST TO TRUSTEE ATTORNEY**

Brenda Burton Bidaure
P.O. Box 77191
Corona, California 92877

DATE: AUGUST 03, 2012

Certified Return Receipt Mail/Return Receipt Requested

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715
Attention: Sean C. Lindsay
VP of Loan Documentation
USPS Certified Mail No.: 7011 2970 0003 8614 3994

Wells Fargo Bank, N.A.
c/o NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
Attn: Foreclosure Dept.
By: Gaby Ospino/Lauren Compise
USPS Certified Mail No.: 7011 2970 0003 8614 3970

RE: Borrower: Brenda Burton Bidaure
Loan Number: 0073965527
Deed of Trust Instrument No.: 2007-0601232
Property Address: 4916 Westmont Street
Riverside, California 92507

RE: NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
TS No.: 9980-9117

**RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT &
VALIDATION OF DEBT LETTER**

Dear Sir/Madam:

This is my response to you in re: Letter of NOD and Election to Sell under the Deed of Trust from NBS Default Services, LLC and the NOTICE OF DEFAULT DECLARATION, from Sean C Lindsay, VP of Loan Documentation, Wells Fargo, N.A. The statement that borrower has

Wells Fargo Bank, N.A. Loan # 0073965527
August 03, 2012 Page 1 of 8

USPS Certified Mail No.
7011 2970 0003 8614 3994

**TRUE and
CORRECT COPY**

been contacted by the beneficiary/Sean Lindsay to assess the borrower's financial situation and explore options to avoid foreclosure, by telephone or in person, under penalty of perjury under the laws of the State of California that the foregoing is true and correct, is false, signed on 05/11/12, by Sean C Lindsay. No one from Wells Fargo, N.A. nor Sean C Lindsay nor NBS Default Services, LLC has contacted me, except for these above letters, dated July 11, 2011 and received by me Aug. 03, 2012. Based on this, the beneficiary and Trustee, Sean C. Lindsay had just committed perjury. Having said that, please continue to read this letter. I am writing to you to complain about the accounting and servicing of my mortgage, and my need for understanding and clarification of various charges, credits, debits, transactions, actions, payments, analyses, and records related to the servicing of my loan from its inception to the present date. I am also concerned about the transfer of rights or ownership under my promissory note. This letter is designed to assist me prior to seeking the involvement of an attorney. As such, please treat this letter as a **"Qualified Written Request"** dispute and request for information under the Real Estate Settlement Procedures Act, codified as Section 2605 (e) of Title 12 of the United States Code. As you may know, RESPA provides substantial penalties and fines for non-compliance or answers to my questions provided in this letter within sixty [60] days.

Due to the recent mortgage market meltdown and your involvement in this market, I am concerned that my loan payments have not been properly credited, amortized, calculated, and serviced properly. I am also concerned with the ownership of my promissory note; to whom my actual obligation is owed to; who is my actual lender; and WELLS FARGO BANK, N.A., authority to collect payments and/or negotiate the purchase/repurchase of my promissory note from my actual lender. I am also concerned about the nature and extent of your current authority and current plans to modify this mortgage loan by reducing the amount owed, reducing the annual percentage rate, and extending the term.

The meltdown of the mortgage market and the effects of any financial manipulation may have affected the current amount you claim I owe as the principal balance due on my loan which may not be correct, may not have been properly amortized and/or may have in fact been previously paid by either the government or insurance. In addition, I am concerned that my escrow payments and/or my monthly payments may have been adversely affected and that they may be paying more than what they owe or less than is necessary to properly amortize my mortgage over its term.

Upon receipt of this letter, please refrain from reporting any negative credit information regarding this loan to any credit reporting agencies until you fully respond to the "requests" in this letter. Please note that this duty is imposed by RESPA and I will take legal action if you fail to comply therewith. I would also request that any foreclosure proceedings be stayed until this information has been provided.

Due to the current economic climate, I am exploring various options to protect my property and finances. Our home is a very important and a valuable asset to us that we desire to protect. Please do not infer any negative connotation by my letter, but the industry-wide practices employed in recent years trouble me, and I am seeking information to not only alleviate my

**TRUE and
CORRECT COPY**

DATE: OCTOBER 31, 2012

FROM: Brenda Burton Bidaure, TRUSTEE/GRANTOR
for CROWN JEWEL LAND TRUST

4916 Westmont Street,
Riverside, California 92507

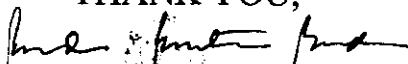
MAILED COPIES ON OCTOBER 31, 2012 TO:

1. WELLS FARGO, N.A. FORECLOSURE DEPT.
fb Return Mail Operations MAC ID# X2302-04E
P.O. Box ~~10368~~ *10335* *WV WRITTEN CORRESPONDENCE*
Des Moines, IA ~~50306-0368~~
FAX # 1-866-278-1179 - FAXED OCT. 31, 2012
2. NBS DEFAULT SERVICES, LLC
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802

RE: TRUSTEE SALE NO. 9980-9117, TS DATE: NOV. 15, 2012
PROPERTY ADDRESS: 4916 WESTMONT STREET,
RIVERSIDE, CA. 92507
ACCOUNT NO: 0073965527

1. THIS COVER SHEET-----1 PAGE
 2. LETTER OF NOTICE OF QUITCLAIM DEED---1 PAGE
 3. TRUE AND CORRECT COPY OF NOTARIZED AND RECORDED
COPY QUITCLAIM DEED---2 PAGES
 4. TRUE AND CORRECT COPY OF NOTARIZED AND RECORDED
COPY OF DECLARATION OF ACCEPTANCE OF LAND PATENT--
-- 9 PAGES
 5. COPY OF SUBSTITUTION OF TRUSTEE AND NOTICE OF
TRUSTEE SALE WITH "REFUSED FOR CAUSE" RED STAMP
-- 7 PAGES
- TOTAL OF PAGES MAILED---- (20) TWENTY COPIES

THANK YOU,


Brenda Burton Bidaure, TRUSTEE/GRANTOR
for CROWN JEWEL LAND TRUST

**TRUE and
CORRECT COPY**

Date: October 31, 2012

From: Brenda Burton Bidaure, Trustee/Grantor
for CROWN JEWEL LAND TRUST
4916 Westmont Street
Riverside, California 92507
Mailing Address:
P.O. Box 77191
Corona, California 92883

To: NBS Default Services, LLC
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802
Attn: Gaby Ospino
Jamie Harmon
Phone #: 1-800-766-7751
USPS Certified Mail: 7012 2210 0001 2717 8715

Wells Fargo Home Mortgage/Wells Fargo, N.A.
Foreclosure Department
Return Mail Operations
P.O. Box 10368
Des Moines, IA 50306-0368
USPS Certified Mail: 7012 2210 0001 2717 8722


ATTN: WRITTEN CORRESPONDENCE
MAC ID# X2302-04E
P.O. BOX 10335
DES MOINES, IA 50306
FAX # 1-866-278-1179

B/B

RE: TS NO.: 9980-9117, Property Address: 4916 Westmont Street, CA.
92507, Trustee Sale Date and Time: November 15, 2012 at 09:00 AM

A Letter of Notice to notify you that the property address 4916 Westmont Street, California 92507, belongs to CROWN JEWEL LAND TRUST, and Brenda Burton Bidaure, as the Trustee/Grantor of CROWN JEWEL LAND TRUST. This Notice is mailed via Certified Mail, October 31, 2012 to NBS Default Services, LLC in Long Beach and to Wells Fargo Home Mortgage/Wells Fargo, N.A., Foreclosure Dept. with a notarized copy of the recorded QUITCLAIM DEED, recorded on October 22, 2012 at the Riverside Assessor- County Clerk & Recorder, Riverside County, state of California.

Please mail any correspondence addressed to CROWN JEWEL LAND TRUST. Thank you for your attention and appropriate action to cancel the Trustee sale date and to this matter.

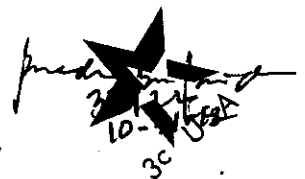
By: 

Brenda Burton Bidaure, Trustee/Grantor
CROWN JEWEL LAND TRUST

Enclosures:

True and Correct Copy of Notarized and Recorded Documents
of Declaration of Acceptance, Land Patent, Certification: See Attached for Clarity,
on October 21, 2008 at the Riverside Assessor-County Clerk & Recorder,
Riverside County, state of California.

**TRUE and
CORRECT COPY**


30
10-31-12

TO: WELLS FARGO HOME MORTGAGE
ATTN: ANTHONY POLITO
RE: ACCT # 0073965527

As we have spoken last Friday, NOV. 09, 2012
I'm faxing you the following documents you have
requested after Mrs. Lindsay Cooke had referred
me to you to be my Home Presentation Specialist -
Thank you.

Your Fax # 1-866-359-~~7234~~ 7234

Documents Faxed:

1. California Monitor Program (Calif. Attorney General)	1 page
2. Hardship Letter	1 page
3. Monthly expenses	1 page
4. Written Statement 2011 Income Tax Return Not filed yet	1 page
5. Form 4868 Extension to File	1 page
6. Form 4506T-EZ	1 page
7. Form 1040 2010	17 pages
8. Paystubs - 3	3 pages
9. SEPT. 2012 Bank Statement	9 pages
10. OCT. 2012 Bank Statement	10 pages
	<hr/> 45 pages

TRUE and
CORRECT COPY

Total # of pages including this page (46) pages
I have spoken with Todd Harris (~~1-877~~ 1-877-311-3581)
to inform him and Wells Fargo that I will be
faxing these documents. Thank you

Trustee Sale is Nov. 15, 2012 - I request to postpone
and/or cancel the TS to move forward to keep my
home. Thank you.
Indy/Indy 11/13/12

Thank you -

Your Fax # 1-866-359-~~7234~~ 7234

Documents Faxed:

- | | |
|--|----------|
| 1. California Monitor Program
(Calif. Attorney General) | 1 page |
| 2. Hardship Letter | 1 page |
| 3. Monthly Expenses | 1 page |
| 4. Written Statement 2011 Income Tax
Return Not filed yet | 1 page |
| 5. Form 4868 Extension to File | 1 page |
| 6. Form 4506T-EZ | 1 page |
| 7. Form 1040 2010 | 17 pages |
| 8. Paystubs - 3 | 3 pages |
| 9. SEPT. 2012 Bank Statement | 9 pages |
| 10. OCT. 2012 Bank Statement | 10 pages |

45 pages

Total # of pages including this page (46) pages

I have spoken with Todd Harris (~~1-877~~ 1-877-311-3581) to inform him and Wells Fargo that I will be faxing these documents. Thank you

Trustee Sale is Nov. 15, 2012 - I request to postpone and or cancel the TS to move forward to keep my home. Thank you.

[Signature] 11/13/12
Authorized Representative, W/o Prejudice

**TRUE and
CORRECT COPY**

OK
46
08:48
11/13 18:25
JOB NO. 1691
DESTINATION ADDRESS 18663597234
PSWD/SUBADDRESS
DESTINATION ID
ST. TIME
USAGE T
PGS.
RESULT

TRANSMISSION OK

*** TX REPORT ***

Brenda Bidaure
P. O. Box 77191
Corona, California [92877-0106]
hereinafter referred to as "Account Holder"

November 13, 20012

NBS Default Services, LLC-hereinafter referred to as "Collector"
301 E. Ocean Blvd. Suite 1720, Long Beach, CA 90802

WELLS FARGO, hereinafter referred to as credit provider

P. O. Box 10368, MAC ID # X2302-04E, P. O. BOX 10335, Des Moines, IA 50306

VIA: Certified Mail Return Receipt # 7012 1010 0003 3401 5174

RE: DISPUTE OF PURPORTED DEBT, DEBT COLLECTION NOTICE DATED October 29, 2012,
hereinafter referred to as "Claim"

Account # 0073965527-708, hereinafter referred to as "Account"

Dear Sir, Madam:

This Notice and Demand constitutes timely written notice in response to the above Claim. This Notice is not a refusal to pay a debt. This Notice from the Account Holder disputes the entire amount of the purported debt because of various violations pursuant to Law of Contract, Rescission, "TILA", Truth in Lending Act and other, that relate specifically to the mortgage lending process, including:

1. Early and Final Regulation Z Disclosure Requirements
2. Disclosure Requirements for ARM Loans and
3. Right of Rescission

Until the requirements of the Fair Debt Collection Practices Act (hereinafter "FDCPA"), as stated in 15 USC 1692g have been met, the First Mortgage Corporation has no jurisdiction to continue any collection activities and is prohibited from filing any notice of lien, levy or foreclosure. In fact, the Account Holder is under no obligation to respond, even to a complaint, until the Debt Collector responds with the requested information, as affirmed in **Pablo Martinez v. Law Offices of David J. Stern**, 266 B.R. 523, United States Bankruptcy Court, S.D. Florida. Further, pursuant to the FDCPA, as the Collector is merely an "agency," or board, acting on someone else's behalf, this is a demand that the Collector provide the name and address of the **original** "principal" and current "holder" for whom the Collector is attempting to collect this purported debt, together with the Collector's affidavit of assignment, power of attorney, and verification of license, oath and bond.

Therefore, pursuant to the FDCPA, the Collector is hereby requested to have an authorized officer or agent execute the attached **Affidavit of Verification of Purported Debt** as the **sworn verification** of the above cited purported debt, and mail such verification **within 20**

Transmission Log

Wells Fargo Bank NA

Tuesday, 2012-11-13 17:31

6193361238

Date	Time	Type	Job #	Length	Speed	Station Name/Number	Pgs	Status
2012-11-13	17:27	SCAN	00946	4:07	14400	18662781179	11	OK -- V.17 AM31

Nov. 13, 2012

From: Brenda B. Bidawe
RE: Acct # 0073965527

Faxed to:

1). Wells Fargo - Foreclosure Dept

* 1-866-278-1179 - Fax #

MAC ID# X2302-04E

P.O Box 10335

Des Moines, IA 50306

2). NBS Default Services, LLC

* Fax# 972-643-6699

attn: Broderick Id# 6907

Total 11 pages

Thank you,

Brenda B. Bidawe

Brenda B. Bidawe

Authorized Representative
Without Prejudice

**TRUE and
CORRECT COPY**



Date/Time : 11/14/12 19:56
Personal Number : 9517761831
Personal Name :

Transmission Information

Start Time	Distant Station	TtlTime	Pages	Mode	Result	Comm. Contents
11/14 19:48	19726436699	8'49"	23/23	G3	Nrm1End	

Document transmission is complete.

NOV. 14, 2012 FAX# 1972-643-6699

* Please give this to Trustee Attorney first
thing in the morning NOV 15, 12
TO: WELLS FARGO BANK, N.A. to post your
NBS DEFAULT SERVICES, LLC TS date
Thank you
/s/

ATTENTION: ATTORNEY(S) FOR WELLS FARGO
BANK N.A.

* STATEMENT OF FACTS re MICHAEL LEE (ATTORNEY)
DEED

- 1) I am regarding the QUITCLAIM, DOCUMENTS
I faxed and mailed to your offices on Oct. 31, 2012
and confirmed receipt on Nov. 02, 2012 by Vanessa employee 027
and confirmed hereafter by several agents I have spoken
to.
- 2) I have sent QWR on or about Sept 2012 and
have not received up to date response from Wells Fargo
Pursuant to Fair Debt Collection Act, you are hereby to
comply. Non-compliance is a serious violation
I have sent Validation of debt previous months but were
ignored by Wells Fargo.
- 3) I sent /faxed on Nov 13, 2012 Dispute of of Purported Debt
(Validation of debt). Responders if its 2 days before
TS date - Nov. 15, 2012, again, pursuant to FDCA, you have
to comply to the request. and to cancel the Trustee Sale
Rate/Foreclosure Date in order for me to review other
options and alternatives and work on them to keep my home
and property. It is my intention to preserve the interest
of my home and keep my home forever.

Date: Nov. 14, 2012
Faxed Nov. 14, 2012

ACCT# 0073965527

TOTAL
23 Pages

Thank you,
Indira Indira
BROWN / 610 1000
Authorized Representative
Without Prejudice

TRUE and
CORRECT COPY

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:
NAME: CROWN JEWEL LAND TRUST
Attn: Brenda Burton Bidaure
Mailing Address:
4916 Westmont Street
Riverside, California 92507

DOC # 2012-0503331
10/22/2012

Customer Copy Label
The paper to which this label is
affixed has not been compared
with the filed/recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

QUITCLAIM DEED

Date of this Document: October 19, 2012
Grantor(s): Brenda Burton Bidaure
Street Address: 4916 Westmont Street
City/State/Zip: Riverside, California 92507

Grantee(s): CROWN JEWEL LAND TRUST
Street Address: 4916 Westmont Street
City/State/Zip: Riverside, California 92507


THIS QUITCLAIM DEED executed this 19th day of October 2012 by Brenda Burton Bidaure, Grantor/Trustee for no consideration (\$ 0.00), does hereby remise, release and quitclaim to CROWN JEWEL LAND TRUST, all the right, title, interest and claim, which the grantor has in and to the following described real estate property situated in the County of Riverside, State of California.

Legal Description: :APN: 253-190-002-8 Unseg

Lot 24 of Tract No. 32820 in the city of Riverside, County of Riverside as shown by Map on file in Book 411 pages 11 through 18, inclusive, of Maps, Records of Riverside County, California, being those portions of land within Township Two South(T2s); Range four west(R4w); Sections 29 & 32; San Bernardino Base Meridian. A.P.N. # 253-190-002-8 TRA:009-009. Instrument No. 2007-0601231. Commonly known as: 4916 Westmont Street, Riverside, California 92507

Assessor's Property Tax Parcel # :APN: 253-190-002-8 Unseg

Dated: October 19, 2012


Grantor(s) Signature

Brenda Burton Bidaure
Type or Print Name

STATE OF CALIFORNIA)
)SS:
COUNTY OF Riverside)

On October 19, 2012, before me _____, Notary Public personally appeared Brenda Burton Bidaure, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Commission Expires: ____/____/____

TRUE and
CORRECT COPY

Seal

TRUE and
CORRECT COPY

0073965527

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On October 19th, 2012 before me, Rudy P. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

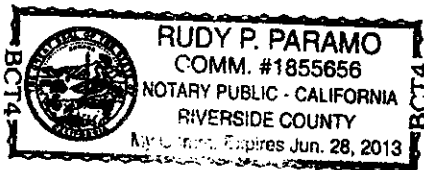
personally appeared Brenda Burton Bidawue
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rudy P. Paramo
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quitclaim Deed - APN: 253-190-002-8

Document Date: October 19th, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**TRUE and
CORRECT COPY** **TRUE and
CORRECT COPY**

0073965527

EXHIBIT 9

TRUE AND CORRECT COPY:

**LETTER OF NOTICE OF VIOLATION OF
AUTOMATIC STAY AND RESCISSION OF SALE**



Date: NOVEMBER 15, 2012

From:
Brenda Burton Bidaure
c/o P.O. Box 77191
Corona, CA 92877

To:
NBS Default Services, LLC
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802
Fax- 1-866-409-8011
Phone # 1-800-766-7751
USPS Certified mail No.7011 0470 0003 0747 3545

Wells Fargo Bank, N.A
MAC ID# X2302--04E
Des Moines, IA 50306-0368
1-800-868-0043
Fax # : 1-866-278-1179
USPS Certified Mail No.7012 1640 0002 0502 7713

Wells Fargo Home Mortgage
Michael S. Blau, Written Customer Contact
P.O. Box 10368
Des Moines, IA 50306-0368
1-877-491-0707 Ext 67382
USPS Certified Mail No. 7012 1640 0002 0502 7720

Account # 708-0073965527

**RE: VIOLATION OF AUTOMATIC STAY (11 U.S.C. § 362: U.S. Code-Section 362)
RESCISSION OF TRUSTEE'S DEED UPON SALE**

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Dear Mr. Michael S. Blau, NBS Default Services, LLC , Wells Fargo Bank N.A.:

This is a Constructive Notice to rescind the Trustee Sale No. 9980-9117 on Nov. 15, 2012, to the property situated in the county of Riverside, State of California described as follows:

Lot 24 of Tract No. 32820 in the city of Riverside, County of Riverside as shown by Map on file in Book 411 pages 11 through 18, inclusive, of Maps, Records of Riverside County.

133 Copy of the Bankruptcy Petition filed on Nov. 15, 2012.
Attached is the recorded ~~notice holder's subject property~~. Bank never respond to debt validation and QWR , Dispute of Purported Debt, sent on Feb. 2012, Aug. 03, 2012, Nov. 13, 2012, Nov 14, 2012, all requesting to cancel the scheduled Trustee Sale date. A Notice of Quit Claim Deed and requests to cancel the Trustee Sale date sent October 31, 2012 and Nov. 14, 2012. In addition, I, Brenda Burton Bidaure, have spoken with Lindsay Cooke and Antony Polito from the Home Preservation Team for a loan modification on Nov. 09, 2012, but all my efforts were denied on Nov. 14, and Nov. 15, 2012 by Anthony Polito.

This is a Constructive Notice that an illegal and unlawful foreclosure sale was committed. You have 72 hours to rescind the foreclosure, upon receipt of this notice sent via fax to the fax

**TRUE and
CORRECT COPY**

numbers stated above and mailed USPS certified mail the same day, Nov 29, 2012. I intend to sue for full damages in violations of **11 USC § 362 (Violation of Automatic Stay and Bankruptcy Injunction)** after you have been notified and have received a copy of the Bankruptcy Petition., Case No.:6:12-bk-35577-DS, on Nov. 15, 2012 at 0931 (Pacific Time), confirmed and verified receipt by Gaby Ospino, Notary Public and Les Poppit, Officer and employee of NBS Default Services, LLC, hereafter, via fax 1-972-643-6699 and via phone call, 1-800-766-7751 with me, Brenda Burton Bidaure. Furthermore, I, Brenda Burton Bidaure, voluntarily, in good faith, have notified Joel Pate (NBS Default Services, LLC), around 0852(Pacific Time) and Richard Cruz id# 58K, (Wells Fargo Foreclosure Dept.) around 0835 (Pacific Time) Nov. 15, 2012 of filing Bankruptcy, Chapter 13 at 0900 at the United States Bankruptcy, Central District of California. **Chapter 13 of the United States Bankruptcy Code was entered at 09:08 AM, on Nov. 15, 2012 and filed on Nov. 15, 2012, for voluntary bankruptcy protection. You have ignored the U.S. Bankruptcy Code and the LAW.**

11 U.S.C. § 362(a) (3) of the Bankruptcy Code, provides that "any act to obtain an advantage before seeking relief from the debtor is a direct act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate" is a violation of the automatic stay. In furtherance of the Law and and the Bankruptcy Code, The U.S. District Bankruptcy Court recently held that filing of a bankruptcy petition by a borrower can void a trustee sale even where the petition is filed after the trustee sale, so long as the borrower files the petition before the execution of the Trustee's Deed Upon Sale. The case is ***In Re: Gonzales 2011 WL3328508 (Bkrcty C.D.cal.)***.

I have a reason to believe you cannot bind me and it is evidentiary under the Statutes of Frauds-1624 of the California Civil Code and in the UCC 2-201. I demand that that you provide me the receipt of the transfer of the Deed of Trust and the Promissory Note in to the Real Estate Investment Trust (REIT), statement and the tax return, REMIC and REIT as part of the Pooling and Servicing Agreement transfer if any in the first 30 day after closing pursuant to regulation governing **26 USC 856 § 856** concerning foreclosure property.

Your statement shall indicate that the election is made under Section 856(e) and shall identify the property to which the election made. Also, since it was never transfer to the trust, you cannot hold it and negotiate it and cannot be the Holder in Due Course. I, Brenda Burton Bidaure, the homeowner own it and I am the Holder in Due Course. You continued with this violation of your recording of Trustee's Deed Upon Sale, I will file a legal actions against you for damages and irreparable harm that you have caused me. **YOU HAVE BEEN WARNED. ACT**

ACCORDINGLY!!!!

I, Brenda Burton Bidaure, certify under the penalty of perjury under the laws of California the foregoing is true and correct to the best of knowledge and belief

Respectfully Submitted by:

Brenda Burton Bidaure Nov. 15, 2012
Brenda Burton Bidaure, Legal Owner
Authorized Representative
Without Prejudice

**TRUE and
CORRECT COPY**



United States Bankruptcy Court
Central District Of California

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 11/15/2012 at 09:08 AM and filed on 11/15/2012.

FILED
11/15/2012

Brenda B Bidaure
4916 Westmont St
Riverside, CA 92507
SSN / ITIN: xxx-xx-3122

The bankruptcy trustee is:

Rod (DS) Danielson (TR)

3787 University Avenue
Riverside, CA 92501
(951) 826-8000

The case was assigned case number 6:12-bk-35577-DS to Judge Deborah J. Saltzman.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.cacb.uscourts.gov or at the Clerk's Office, 3420 Twelfth Street., Riverside, CA 92501-3819.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Kathleen J. Campbell
Clerk, U.S. Bankruptcy
Court

TRUE and
CORRECT COPY

PROOF OF SERVICE

I, Rudy Espinoza, do hereby declare that I am over the age of eighteen years and not a party to this adversary proceeding. On this date Dec. 28, 2012, I served the following to wit:

ADVERSARY COMPLAINT:

BRENDA B. BIDAURE, PLAINTIFF/DEBTOR

VS

WELLS FARGO, N.A., HSBC BANK, USA, NBS DEFAULT SERVICES, LLC,

DEFENDANT/CREDITOR

COMPLAINT AND INJUNCTIVE RELIEF FOR:

1. VIOLATION OF AUTOMATIC STAY [11 U.S.C § 362];
2. TO DECLARE THAT FORECLOSURE SALE OF REAL PROPERTY THAT IS A FRAUDULENT TRANSFER MAY BE AVOIDED [BFP v. Resolution Trust Corp., 511 U.S. 531, 545-546 (1994)];
3. TO DECLARE THAT DEBTOR MAY AVOID A TRANSFER [11 U.S.C. § 522];
4. TO DECLARE THAT FORECLOSURE SALE BY CREDIT BID IS PRESUMED TO BE COLLUSIVE;
5. TO DECLARE THAT PRICE IN FACT RECEIVED AT FORECLOSURE SALE IS PRESUMED TO BE ONE HUNDRED DOLLARS (\$100) OR LESS WHEN NO TRANSFER TAX IS PAID [Cal.R&T § 11911];
6. TO AVOID ACTUALLY FRAUDULENT TRANSFER OF REAL PROPERTY [11 U.S.C. § 548(a)(1)(A)];
7. TO USE STRONG-ARM POWERS TO AVOID ACTUALLY FRAUDULENT TRANSFER OF REAL PROPERTY [11 U.S.C. § 544, Cal.Civ.C. § 3439.04(A)(1)];
8. TO AVOID CONSTRUCTIVELY FRAUDULENT TRANSFER OF REAL PROPERTY [11 U.S.C. § 548(a)(1)(B)];
9. TO USE STRONG-ARM POWERS TO AVOID CONSTRUCTIVELY FRAUDULENT TRANSFER OF REAL PROPERTY [11 U.S.C. § 544, Cal.Civ.C. §§ 3439.04(A)(2), 3439.05];
10. TO RECOVER REAL PROPERTY AND QUIET TITLE THERETO [11 U.S.C. §§ 550, 551, 28 U.S.C. § 2201];
11. FOR AUTOMATIC TURNOVER OF REAL PROPERTY AND EJECTMENT [11 U.S.C. § 542, 1306];
12. TO DECLARE THAT RECOVERED REAL PROPERTY IS NOT SUBJECT TO SECURITY INTEREST [11 U.S.C. § 552];
13. FOR INJUNCTIVE RELIEF [11 U.S.C. § 105, 362];
14. DAMAGES; AND
15. COSTS

by placing a copy of each applicable documents, with all exhibits in a separate envelope with contents in the first class Certified mail of the United States Postal Service, all sealed with postage fully paid thereon addressed to:

Wells Fargo Bank N.A.

Written Correspondence

P.O. Box 10335

MAC ID # X2302-04E

Des Moines, IA 50306-0368

USPS Certified Mail No.: 7012 2210 0001 2717 8746

NBS Default Services, LLC

301 E. Ocean Blvd. Suite 1720

Long Beach, CA 90802

USPS Certified Mail No.: 7012 1010 0001 4393 8732

Attorneys for HSBC Bank USA, National Association as Trustee
For Wells Fargo Asset Securities Corporation,
Mortgage Asset-Backed Pass-Through Certificates
Series 2007-AR7
4375 Jutland Drive, Suite 200
P.O. Box 1793
San Diego, CA 92177-0933
USPS Certified Mail No.: 7012 2210 0001 2717 8753

Executed in the Riverside county, California, United States Post
Office. I, declare under penalty of perjury under the laws of the
United States of America that the foregoing is true and correct.

Dated: December 28, 2012

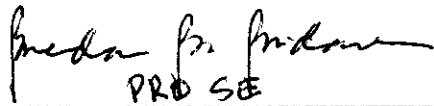
By: _____


Rudy Espinoza

FORM 104 (10/06)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS <div style="font-size: 1.2em; text-align: center;">BRENDA B. BIDAURE</div> <div style="text-align: center;">PRO SE</div>	DEFENDANTS WELLS FARGO BANK, N.A. HSBC BANK USA, N.A. AS TRUSTEE NBS DEFAULT SERVICES, LLC AS TRUSTEE	
ATTORNEYS (Firm Name, Address, and Telephone No.)	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) <div style="font-size: 1.1em;"> ADVERSARY COMPLAINT: VIOLATION OF AUTOMATIC STAY 11 USC § 362, 11 USC §§ 101-1330, 101(54), 105, 522, 541, 542, 544, 548, 550, 551, 552 and 1306 </div>		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) - Recovery of Money/Property <input checked="" type="checkbox"/> 1-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other DAMAGES, PUNITIVE DAMAGES FRBP 7001(2) - Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) - Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) - Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) - Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) - Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) - Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) - Injunctive Relief <input checked="" type="checkbox"/> 71-Injunctive relief - reinstatement of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ <i>To be determined</i>	
Other Relief Sought <div style="font-size: 1.1em; margin-top: 10px;"> General, special and punitive damages, costs. Recovery of real property and Quiet Title, and other relief appropriate under law. </div>		

FORM 104 (10/06), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR BRENDA B. BIDAURE		BANKRUPTCY CASE NO. 6:12-bk-35577-DS
DISTRICT IN WHICH CASE IS PENDING CENTRAL	DIVISIONAL OFFICE RIVERSIDE	NAME OF JUDGE DEBORAH J. SALTZMAN
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)  PRO SE		
DATE Dec. 28, 2012	PRINT NAME OF ATTORNEY (OR PLAINTIFF)	

Print Form

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 104, the Adversary Proceeding Cover Sheet, if it is required by the court. In some courts, the cover sheet is not required when the adversary proceeding is filed electronically through the court's Case Management/Electronic Case Files (CM/ECF) system. (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and the defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and in the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.